

No. 14678

Supreme Court of Illinois

Holloway

vs.

Alexander et al.

14678

STATE OF ILLINOIS,
SUPREME COURT,
THIRD GRAND DIVISION.

No. 49

J. W. Middleton & Co., Stationers, 196 Lake St.

Hutton v
W. C.
Alexander

1854

State of Illinois 3rd Grand Division
Supreme Court April Term 1863.

Robert Holloway & al }
in pt with & al } Error to Warren
us }
Perry Alexander & al }

Clerk will issue Sci. fa. to
Adams for Perry Alexander &
to Warren for Archibald G. Graham
& David Graham to Warren.

April 9. 1863

M. C. Gandy

atty for Aff in Error

150 419
Holloway & Alexander
Pawnee

Filed Apr. 9. 1869.
S. Leland
Ch.

Holloway sal }
vs } Error to Warner
Alexander sal }

Points for Opp in Error
in answer to motion to quash
Sci. fa.

II. The command is to "appear
at the next term of said Court,
to be holden at Ottawa in said
State on the first Tuesday after
the third Monday of April next."

This statement is inconsistent.
The next term was to commence
in April instant. Which is to pre-
vail? Clearly that which was
intended & that which would
not & has not misled the
party served.

If the command had been
to appear in April next at a
term then to be holden, the writ
would be void, as held by
this Court in another case, but
here the time is stated with suf-
ficient certainty.

III

The writ does not state or

pretend to state who the defendants
in error are. It describes the
parties to the suit below giving
all the names, & then states that
injuring has been done the plain-
tiffs in error who are two of
the defendants below, & then gives
notice to Alexander to appear
to hear the errors assigned.

He only is named because
he is the only deft in error
in Adams Co; another writ
issued to Warren for the others.

The notice is sufficient to
accomplish the end of the
writ - to-wit, notice.

M. C. Gandy

for plffs in Error

Alexander vs
Warren against
Mrs. to quash writ
of Seisfa.

M. C. Gandy
for plffs in Error

150 49
Dollorway vs

m

State of Illinois--Third Grand Division.

SUPREME COURT,

APRIL TERM, 1863.

ROBERT HOLLOWAY AND
HENRY M. BOGGESS, IMPEADED, &C.,
vs.

PERRY ALEXANDER,
ARCHIBALD Y. GRAHAM AND
DAVID GRAHAM.

Error to Warren.

ABSTRACT.

Perry Alexander, one of the defendants in error, filed his Bill in Chancery on the 6th of March, 1861, against the plaintiffs in error. Archibald Y. Graham and David Graham, two of the defendants in error, and others, in the Circuit Court of Warren County.

1 The Bill set forth that the complainant was seized in fee on the 9th
2 April, 1857, of N. E. $\frac{1}{4}$ 6 and 96 a. off the West side N. W. $\frac{1}{4}$ 5, 10 N.
3 2 W. 4th P. M., and sold the same to Holloway and Boggess for \$6000,
4 \$2000 cash, and the balance in two equal sums in one and two years
5 with six per cent. interest, to be conveyed by warranty deed on the pay-
15 ment of the purchase money, and entered into a written agreement
6 therefor, which is attached to the Bill as Exhibit A. The Bill shows that
7 Holloway and Boggess paid 21st April, 1858, \$2019.40 of the first de-
8 ferred payment, leaving \$125 due, which with interest amounted at the
9 filing of the Bill to \$145, and the whole of the last payment remained
10 due and unpaid; that an agreement was made 20th July, 1859, to extend
11 the payment of the last \$2000 until 1st September, 1860, and interest to
12 be paid thereon from the time the same became due at the rate of ten
13 per cent., to-wit: from 9th April, 1859. A copy of this agreement is
14 made Exhibit D.
17

- 9 The Bill shows that none of the last deferred payment, either principal or interest, has been paid, and avers that there was due at the filing of the bill \$2750.
- 10 The complainant claims a vendors lien for the unpaid purchase money, and that the land had so depreciated in value that it was not worth more than the balance due.
- 11 The Bill represents that Archibald Y. Graham, David Graham and others claimed some interest in the premises, and they are made defendants.
- 12 The Bill avers a tender of a deed in accordance with his contract to Holloway and Boggess on the 24th January, 1861, and demand for payment, which was refused.
- 14 Answers under oath are required from all the defendants except Grahams, and as to them the oath is waived. The bill prays for decree against Holloway and Boggess for payment, that the sum due be declared a lien, and enforced by foreclosure or sale.
- 37 Holloway answered under oath March 27, 1862, and admitted that complainant was seized of the premises described in the bill and entered into the agreement with Holloway and Boggess as alleged; admits the payment of \$2000 cash, and \$2019.40 on the first deferred payment,
40 leaving a balance due thereon of \$104.60, but denies that \$125 was such balance; admits the agreement to extend the time for last payment until 1st Sept., 1860, upon consideration of ten per cent. interest from the time the same become due; admits that the said sums of \$2000 cash, and \$2019.40 are all the sums ever paid on the contract, but denies that
41 there were \$2750 due at the filing of the Bill; admits that the premises were worth \$6000 at the time of purchase, but denied that they were worth less at the filing of the answer; admits the tender of deed; denies
42 that any of the other defendants except himself had at the filing of the answer any interest in the premises, avers that Boggess on the 25th Oct., 1860, told his interest to the respondent; admits that Grahams had an interest by purchase from Holloway and Boggess at the filing of the
43 Bill, but avers since that time the interest had terminated by the result of a suit brought by Grahams against Holloway and Boggess to recover the purchase money and the interest thereon paid thereon by Grahams to Holloway and Boggess; concludes with general traverse.
- 44 Boggess adopted the answer of Holloway and made oath thereto.

45 Archibald Y. Graham and David Graham answered, but not under
oath, in which they admitted the statements of the Bill relating to the
52 sale and contract of complainant to Holloway and Boggess, and in re-
gard to the payments made thereon, but deny that the land is worth less
than when sold to Holloway and Boggess, averring that it is worth sev-
eral thousand dollars more; they aver that they have an interest, by
purchase from Holloway and Boggess on the 21st April, 1857, for \$10.-
000, \$4000 to be paid 28th May, 1857, \$4000 6th April, 1857, and \$2000
6th April, 1859, with 6 per cent. interest, and that they have paid said
53 sum in full, and are and have been in possession of the land, and they
54 are entitled to a warranty deed from Holloway and Boggess which had
not been made, that the agreement was in writing which is attached to
70 the cross Bill as Exhibit A.

55 The answer avers that they commenced an action of covenant in
the Warren Circuit Court, against Holloway & Boggess, at the March
Term, 1861, to recover damages for the non-performance of the agree-
ment, and such proceedings were had, that they recovered judgment
against Holloway & Boggess on the 22d November, 1861, for \$12,670.59,
and costs, which is unpaid, except \$337.85 made by process of law, and
is in full force.

56 At the same time Grahams filed a cross bill, setting forth the same
facts contained in their answer, and in addition thereto, that they had
63 paid the taxes due on the land for 1857, 1858, 1859 and 1860, and that
65 Holloway & Boggess were insolvent, so that the judgment at law could
not be collected, and had made improvements to the value of \$1,170 ;
66 actual possession on the 1st of March, 1860, and claim that they are en-
titled to the premises, subject only to the claim of Alexander for the
67 amount due him, and pray for a decree, that Holloway & Boggess pay
Alexander, and that Alexander convey to Grahams the land in fee, or
for a sale thereof and that the proceeds be applied, 1st, to the payment
69 of the costs, 2d, to the payment of Alexander, and 3d, to the payment of
Grahams, and the said cross bill waives answers under oath.

The complainant, Alexander, and all the defendants other than
Grahams are made defendants to the cross bill.

77 On the 4th of April, 1862, the *original* bill on the motion of Alex-
ander was dismissed, as to Elisha Eldred, Anson Eldred, Wm. Balcom,
William M. Dodge, Thomas Ridgely, Theodore Pochler, and the State
of Illinois, and the default of John Babcock, Elijah C. Babcock, Seth
Smith, Joseph Holton, Jonathan Black and James F. Owens was taken
for want of answers to the *original* bill.

79 On the 4th April, 1862, Holloway & Boggess filed their answer to
the cross bill, and admit the allegations of the cross bill touching the fil-
80 ing and matter of the original bill, &c. But expressly *denies* that the
respondents sold or entered into an agreement in writing to sell the
premises to Grahams as alleged in the bill, *denies* that Grahams had
paid the purchase money as alleged or any part thereof; *denies* that they
ever gave receipts for such payments, and *denies* that Grahams paid the
taxes; *admits* that they purchased of Alexander, who holds the fee and
to whom there is a balance due of over \$2,000; *admits* that Grahams
82 recovered a judgment against Holloway & Boggess for \$12,670.59 dam-
ages, and costs in an action of covenant for non-performance of such alleg-
83 ed agreement as stated in the cross bill, which remains in force and un-
satisfied, except as to a certain sum made by process of law, the amount
of which is unknown to them, and demands proof as to such amount; *de-*
*nie*s that the respondents are insolvent, and avers that the balance of said
84 judgment can be made from them; *denies* that Grahams made improve-
ments or took possession; *denies* that Grahams are entitled to a deed for
the premises, but claims that they waived and released any claim they
might have had by virtue of such alleged agreement, by the recovery of
the judgment, for damages as aforesaid, and the collection of a part there-
85 of; avers that Boggess conveyed all his interest to Holloway, 25th of
October, 1860, and denies that any of the parties have any interest save
Alexander and Holloway. The answer concludes by a general traverse.

86 Perry Alexander filed his answer to the cross bill on the 4th April,
1862, and admitted the statements of the cross bill, so far as they relat-
ed to the proceedings theretofore in the case, that Holloway & Boggess
sold the land to Grahams as stated, and that they paid for the same as
they alleged, that they paid the taxes, had made improvements, and
were in possession as stated in the cross bill, and that judgment had
been recovered by Grahams against Holloway & Boggess, a part of
which had been collected; admitted that Holloway & Boggess were in-
solvent then, but did not know whether they were when judgment was
rendered.

90 Replications were filed to all the answers.

93 On the 4th April, 1862, the Court rendered a decree on the motion
of Complainant, Alexander, taking default against all the remaining de-
fendants to the original bill who had not answered, and referred the case
to the Master in Chancery to examine, take proof and report.

93 On the same day the Master in Chancery reported that he had com-
puted the amount due on the contracts mentioned in the original bill,
and found the principal and interest to be \$3,101.49.

95 On the 5th April, 1862, the cause was heard on the original bill, the answers thereto, the cross bill and answers thereto, the several replications to the answers, and the report of the Master in Chancery, no other proof being offered, and a decree was rendered.

The decree recites that the Court found from the pleadings and Master's report, that Perry Alexander did contract with said Holloway & Boggess, to sell them the premises, upon which there remained due and unpaid the sum of \$3,100.49, and then proceeds as follows:

96 "It is therefore ordered and decreed by the Court that said Holloway & Boggess shall within ninety [90] days from the date of this decree pay to said complainant, the said sum of money so found due him upon said contract, with interest at the rate of six per cent. per annum from date, together with the costs of this suit, and that in default thereof, the Master in Chancery be required to sell said land at public vendue to the highest and best bidder for cash, after advertising the time and place of sale, at least twenty days before such time of such sale, in the Monmouth Review, and thereupon said Master in Chancery shall make a good and sufficient deed to the purchaser or purchasers thereof, conveying all the title which said complainant has in said land, and all the equity of redemption which said defendants, or either of them, may have in said land and all claim which they may have therein, and with the proceeds of such sale, the said Master shall first pay the said complainant the said sum of money so found due him as aforesaid, together with the interest and the costs of this suit. And it is further ordered, that if said Grahams become the purchasers at such sale, that the Master shall bring the deed into court to be delivered to them upon complying with the further order of this Court in the premises, and if any other person or persons should become the purchasers, then the residue of the money is to be brought into this court to be appropriated under the order of this court, and *Provided further*, that the bid of said Grahams at the sale be made and given, and received by the Master over and above said complainants debt and costs of this suit, as cash; and *Provided further* that if said Holloway & Boggess shall pay said complainant said debt and interest before the expiration of said ninety days, and the sale of said premises by the Master, and the costs, said complainant shall convey to said Grahams within 60 days thereafter, according to the terms of said contract; and *provided further* that said Grahams shall first satisfy said judgment against Holloway & Boggess. Or, *it is further provided*, that said Grahams may pay said complainant his debt, interest and costs, and thereupon said complainant shall make a deed as aforesaid to them and deliver the same, provided the said Grahams first enter satisfaction of all such judgment save the amount he may have paid Alexander as aforesaid for his debt, interest, and costs he may have paid in the premises.

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And it is further ordered and decreed by the Court, that in case the said Grahams should refuse to accept the residue of the money to be obtained from the sale of said land as aforesaid, with the conditions and provisions in this decree mentioned, then the Master in Chancery is ordered after paying said complainant as aforesaid and the costs herein, to bring the residue of the money into Court to be appropriated according to equity and justice at the next term of this Court."

101 On the 14th Nov., 1862, the Master in Chancery filed his report that he had advertised and sold the premises to William Lafferty, on the 1st August, for \$3271.70, and had executed and delivered a deed to him, that he had from the proceeds paid the costs, \$109.20, and to complainant his debt and interest, \$3162.50.

110 At the same term Holloway moved to set aside the sale, the decree for sale, and the Master's report, but the Court overruled the motions,
111 and the Court ordered a decree confirming the sale and deed, and also ordering Alexander with his wife to convey the premises to William Lafferty in accordance with the contract between Alexander and Holloway and Boggess.

112 On the 9th day of December, 1862, Alexander and wife executed and delivered a warranty deed conveying the premises to Lafferty.

117 On the 27th March, 1863, a decree was entered confirming the deed last named.

Robert Holloway and Henry M. Boggess impleaded with other defendants, bring the record here by writ of error against Perry Alexander, complainant in the original Bill, and Archibald Y. Graham and David Graham, complainants in the Cross Bill, and in whose favor the decree was rendered, and assign the following errors :

1. The Circuit Court erred in ordering the plaintiffs in error to pay the sum of \$3100.49, that being more than was due.

2. The Circuit Court erred in hearing the cause before all of the defendants to the Cross Bill were served with process or otherwise brought within the jurisdiction of the Court.

3. The Circuit Court erred in granting any relief to the said Archibald Y. Graham and David Graham.

4. The Circuit Court erred in directing the said Perry Alexander to convey to said Grahams on the payment of the sum due by the plaintiffs in error.

5. The Circuit Court erred in rendering the decree of April 5th, 1862, and in each and every part thereof.

6. The Circuit Court erred in confirming the sale to William Lafferty.

7. The Circuit Court erred in ordering Alexander and wife to convey to William Lafferty.

8. The proceedings are otherwise informal and erroneous.

W. C. GOUDY,
Atty. for Plaintiffs in Error.

150 49

Robert Holloway & al

vs

Perry Alexander & al

Abstract

Filed April 27 1863

L. Leland Clerk

State of Illinois--Third Grand Division.

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7 therefor, which is attached to the Bill as Exhibit A. The Bill shows that
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puted the amount due on the contracts mentioned in the original bill,
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95 On the 5th April, 1862, the cause was heard on the original bill, the answers thereto, the cross bill and answers thereto, the several replications to the answers, and the report of the Master in Chancery, no other proof being offered, and a decree was rendered.

 The decree recites that the Court found from the pleadings and Master's report, that Perry Alexander did contract with said Holloway & Boggess, to sell them the premises, upon which there remained due and unpaid the sum of \$3,100.49, and then proceeds as follows:

96 "It is therefore ordered and decreed by the Court that said Holloway & Boggess shall within ninety [90] days from the date of this decree pay to said complainant, the said sum of money so found due him upon said contract, with interest at the rate of six per cent. per annum from date, together with the costs of this suit, and that in default thereof, the Master in Chancery be required to sell said land at public vendue to the highest and best bidder for cash, after advertising the time and place of sale, at least twenty days before such time of such sale, in the Monmouth Review, and thereupon said Master in Chancery shall make a good and sufficient deed to the purchaser or purchasers thereof, conveying all the title which said complainant has in said land, and all the equity of redemption which said defendants, or either of them, may have in said

97 land and all claim which they may have therein, and with the proceeds of such sale, the said Master shall first pay the said complainant the said sum of money so found due him as aforesaid, together with the interest and the costs of this suit. And it is further ordered, that if said Grahams become the purchasers at such sale, that the Master shall bring the deed into court to be delivered to them upon complying with the further order of this Court in the premises, and if any other person or persons should become the purchasers, then the residue of the money is to be brought into this court to be appropriated under the order of this court, and *Provided further*, that the bid of said Grahams at the sale be made and given, and received by the Master over and above said complainants debt and costs of this suit, as cash; and *Provided further* that if said Holloway & Boggess shall pay said complainant said debt and interest before the expiration of said ninety days, and the sale of said premises by the Master, and the costs, said complainant shall convey to said Grahams within 60 days thereafter, according to the terms of said contract; and *provided further* that said Grahams shall first satisfy said judgment

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And it is further ordered and decreed by the Court, that in case the said Grahams should refuse to accept the residue of the money to be obtained from the sale of said land as aforesaid, with the conditions and provisions in this decree mentioned, then the Master in Chancery is ordered after paying said complainant as aforesaid and the costs herein, to bring the residue of the money into Court to be appropriated according to equity and justice at the next term of this Court."

101 On the 14th Nov., 1862, the Master in Chancery filed his report that he had advertised and sold the premises to William Lafferty, on the 1st August, for \$3271.70, and had executed and delivered a deed to him, that he had from the proceeds paid the costs, \$109.20, and to complainant his debt and interest, \$3162.50.

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111 for sale, and the Master's report, but the Court overruled the motions, and the Court ordered a decree confirming the sale and deed, and also ordering Alexander with his wife to convey the premises to William Lafferty in accordance with the contract between Alexander and Holloway and Boggess.

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1. The Circuit Court erred in ordering the plaintiffs in error to pay the sum of \$3100.49, that being more than was due.

2. The Circuit Court erred in hearing the cause before all of the defendants to the Cross Bill were served with process or otherwise brought within the jurisdiction of the Court.

3. The Circuit Court erred in granting any relief to the said Archibald Y. Graham and David Graham.

4. The Circuit Court erred in directing the said Perry Alexander to convey to said Grahams on the payment of the sum due by the plaintiffs in error.

5. The Circuit Court erred in rendering the decree of April 5th, 1862, and in each and every part thereof.

6. The Circuit Court erred in confirming the sale to William Lafferty.

7. The Circuit Court erred in ordering Alexander and wife to convey to William Lafferty.

8. The proceedings are otherwise informal and erroneous.

W. C. GOUDY,

Atty. for Plaintiffs in Error.

150. 49

Robert Holloway & al

vs

Perry Alexander & al

Abstract.

Filed April 27, 1863.

J. S. Clark
clerk

STATE OF ILLINOIS,
SUPREME COURT.

} ss. The People of the State of Illinois,

To the Sheriff of

Warren

County, GREETING:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the *Circuit* Court of *Warren* County, before the Judge thereof, between *Perry Alexander Complainant*

plaintiff, and *Robert Holloway, Henry M. Bogges* The State of Illinois, *Elisha Eldred & others* *Archibald G. Graham David Graham & others* defendant. &c., it is said that manifest error hath intervened, to the injury of the said *Robert Holloway and Henry M. Bogges*

as we are informed by *their* complaints ~~By~~ *virtue of* error the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law. Therefore, We Command You, That by good and lawful men of your County, you give notice to the said *Archibald G. Graham & David Graham*

that *they* be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if *they* shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said *Grahams*

notice, together with this writ.



Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this *9th* day of *April* in the year of our Lord One Thousand Eight Hundred and Sixty-*three*

L. Leland

Clerk of the Supreme Court.
J. B. Rice Deputy



State of Illinois ss
 Name County } I did on the 14th day of April
 AD 1863 serve the within writ by reading the
 same to the within named Archibald G
 Graham & David Graham
 dated April 18th 1863 David C Riggs Sheriff

150-44

Holloway vs

No. vs. Graham et al

SCIRE FACIAS.

FILED. Apr. 22nd 1863 A.D. 1863

L. Keland Clerk.

fees
 serving 50
 mileage 5
 returning 10
 65

D. C. Riggs Sheriff

STATE OF ILLINOIS, }
SUPREME COURT, } ss.

The People of the State of Illinois,

To the Sheriff of the County of

Adams

Greeting:

Because, In the record and proceedings, and also in the rendition of the judgments of a plea which was in the Circuit Courts of Warren County, before the Judge thereof, between Perry Alexander, Complainant

plaintiff, and Robert Holloway, Henry M. Boggess, The State of Illinois, Elisha Eldridge, Anson Eldridge, Wm. Balcom, Seth Smith, William M. Dodge, James A. Owen, Joseph Holton, Jonathan Black, Thomas Ridgely, Elijah C. Babcock, John Babcock, Theodore Pochler, Archibald J. Graham, & David Graham

defendants, it is said that manifest error hath intervened, to the injury of the said Robert Holloway & Henry M. Boggess

as we are informed by Their complaints by writ of error the record and proceedings of which said judgments we have caused to be brought into our Supreme Court of the State of Illinois, at Ottawa, before the Justices thereof, to correct the errors in the same, in due form and manner, according to law: Therefore, We Command You, That by good and lawful men of your County, you give notice to the said Perry Alexander

that he be and appear before the Justices of our said Supreme Court, at the next term of said Court, to be holden at Ottawa, in said State, on the first Tuesday after the third Monday in April next, to hear the record and proceedings aforesaid, and the errors assigned, if he shall see fit; and further to do and receive what said Court shall order in this behalf; and have you then there the names of those by whom you shall give the said Perry Alexander

notice, together with this writ.

Witness, The Hon. John D. Caton, Chief Justice of our said Court, and the Seal thereof, at Ottawa, this 7th day of April in the Year of Our Lord One Thousand Eight Hundred and Sixty three



L. Leland

Clerk of the Supreme Court.
J. B. Rice Deputy

I have served the within Scire Facias by reading
the same to the within named Perry Alexander
on this the 10th day of April A.D. 1863
John Stenager Sheriff Adams County
Illinois

Served 1860 day 59
April 10 1863

Robert Holloway

et al, wife &c

No.

vs.

Perry Alexander

SCIRE FACIAS.

FILED

Apr. 21. A. D. 1863

L. Seland

Clerk.

Sheriff's fees Paid
J. Stenager Sheriff Ad. Co.
Fees \$2.00

Robert Holloway et al } Supreme Court
 v } of Illinois
 Perry Alexander et al } April Term 1863

Perry Alexander
 Said defendant in error comes
 & moves the Court to sit aside &
 quash the Sci. Facias issued
 herein & served on said defendant
 in Error for the following reasons
 to wit

- 1 Because said writ was issued on
 the 9th day of April 1863 and
 requires said defendant in Error
 to appear before said Court on
 the first Tuesday after the third
 Monday of April next which
 means the month of April 1864
- 2 The plaintiff in Error has issued
 a Sci. fa. also against Graham
 & assigned Error against them
 upon the proceedings under this
 Court bill, in this cause, and
 said Sci. fa. served on Alexander
 defendant in Error fails to state that
 he is impleaded with any
 others

A. G. Kuykattin
 atty for Alexander D. C.

^{49 450}
Robert Holloway

v

Perry Alexander
et al

Motion to
quash
Sci. Fa.

Filed Apr. 24, 1863,
Leland
Ck.

Dismissed
allowed

1
Be it Remembered, That on the 6th day
of March A D 1861 a Bill was filed in
the Office of the Clerk of the Circuit Court
of Warren County State of Illinois, on
the Chancery side thereof. which bill in
Chancery is in the words & figures foll
owing. That is to say,

State of Illinois } ss. In the Circuit Court
Warren County } of said County. Of the
March Term A D 1861.

To the Honorable the Judge of the Tenth
Judicial Circuit in the State of Illinois,
In Chancery sitting.

Humbly Complaining represents
unto your Honor, Your Orator Perry Alexan
der of the County of Adams and State of
Illinois. That heretofore and on or about
the Ninth day of April in the year of our Lord
One Thousand Eight Hundred and fifty seven
he was the owner and possessor of the foll
owing described Real Estate and premises,
to wit. The whole of the North East quarter of
section Six (6), and also Ninety seven and
sixty five one Hundredths acres of land off
of the West side of the North West quarter of
section five (5) more or less, the same being
all of said last named quarter section of
land set off and allotted to your Orator by

Commissioners appointed by the Circuit Court within and for said County of Adams in said State in a certain suit then pending therein for division and partition of certain real Estate belonging to the Estate of Samuel Alexander deceased, as appears by their report now on file in the office of the Clerk of said last named Court, said Report having been confirmed by said Court by a decree thereof rendered at the March term A D 1857 which said decree and report are of the Records of said Court, and are the same herein after mentioned, both of the aforesaid tracts of land being in Township Ten North of the baseline of Range Two West of the fourth principal meridian situate in the County of Warren and State of Illinois. Your Orator further represents that he so as aforesaid being the owner of the real Estate aforesaid and proposed thereof, and on or about the fifth day of April A D 1857 to wit, at said Adams County at the special instance and request of Robert Holloway and Henry M Boggers, both of said County of Warren and partners in business together under the firm name of Holloway & Boggers by a certain Instrument in writing bearing date April fifth A D 1857 mutually made and entered into by your Orator and the said Holloway & Boggers, which said

Instrument was then duly signed by your
Orator by his own proper signature of Perry
Alexander and by the said Robert Holloway
and Henry M. Bogges by their said firm
name of Holloway & Bogges, to which said
Instrument your Orator then attached his
seal. And to which said signature of Holloway
& Bogges, a seal was then duly attached by
either by the said Holloway or Bogges, but
by which your Orator cannot now state.
He (your Orator) bargained and sold the
aforesaid Real Estate and premises or as aforesaid
owned by him, and situate in said
County of Warren to the said Holloway & Bogges
for the sum and agreed price of Six thousand
dollars (\$6000. ⁰⁰/₁₀₀) said sum and price to be
paid by the said Holloway & Bogges to your
Orator in the manner following that is to
say. One thousand Dollars cash in hand, and
the further sum of One thousand dollars, to be
paid in one year from the said date of said
Instrument. And the further and remaining
sum of One thousand dollars to be paid in two
years from the date aforesaid said two def-
erred payments of two thousand dollars each
to bear interest thereon from the date of said
Instrument until paid at the rate of six per
cent per annum, in and by which said instru-
ment in writing the said Holloway & Bogges

purchased of your Orator the aforesaid real Estate and premises, and agreed to pay him therefor the sum of Six Thousand Dollars, in manner aforesaid, together with interest on said two deferred payments as aforesaid, in and by which said Instrument in writing, Your Orator further agreed and bound himself to and with the said Holloway & Boggess that upon the complete and full payment of said sum of Six Thousand dollars as in said Instrument specified, together with such interest as should accrue thereon, to convey by a good and sufficient Warranty deed the real Estate and premises aforesaid to the said Holloway & Boggess their heirs or assigns, all of which will more fully and at large appear, reference being had to said Instrument, a copy of which is herewith filed marked "Exhibit A" and made a part of this bill of Complaint. Your Orator further represents and so expressly states and charges the fact to be, that the full and complete payment of the whole of said sum of Six Thousand dollars, together with such interest as should accrue upon said two deferred payments, was and is a condition precedent to the conveyance as aforesaid, as well appear reference being had to said Instrument. Your Orator further represents, that in and by the aforesaid instrument, reference is had and made to a

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division of the Estate of Samuel Alexander deceased, made by Commissioners duly appointed by the Circuit Court of said Adams County, and a report of said Commissioners confirmed by said last named Court by a decree thereof rendered at the March term A D 1857 held at the city of Quincy, being the same report and decree hereinbefore referred to, and your orator avers and so states and charges the fact to be that said division report and decree confirming the same so as aforesaid referred to in said Instrument was the same made by such Commissioners, and by a decree of said Court confirmed, in a certain suit then pending in said Adams County Circuit Court wherein Alongs M. Smartwout was complainant and your orator and others were defendants, a copy of which said Report and decree of said Court confirming the same duly certified to by the Clerk of said Court under the seal thereof are herewith filed Marked Respectively Exhibits "B" and Exhibit "C" and made a part of this bill of Complaint. And your orator further states and so charges the fact to be that, the said Estate and premises hereinbefore mentioned and particularly described is the same in said Commissioners Report mentioned, and thereby set off and awarded to your orator

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situated in the aforesaid County of Warren
the Number of acres of land or so called and
awarded to your orator in said North West
quarter of said section five (5) being Ninety Seven
and sixty five One hundred the acres of land or
thereabouts instead of Ninety six acres as in
said instrument is supposed. Your orator
further represents that under and in
pursuance of the agreement contained
in said instrument the said Holloway & Bog
gers, afterwards and at the time of the
Execution thereof or soon thereafter paid to
your orator said sum of two thousand dollars
to be paid in hand as aforesaid, and that
afterwards and on or about the twenty first
day of April A D 1858 they the said Holloway
& Boggers paid to your orator the further
sum of two thousand and Ninety four 40/100
Dollars. to apply upon and which was
applied upon said payment of two thousand
dollars so as aforesaid to be paid within
One year from the date of said instrument
the same being the first of said deferred
payments becoming due as aforesaid, said
two several payments being all of said
sum of Six thousand Dollars. the purchase
money aforesaid. which has ever been
paid to your orator. for the real Estate
aforesaid. and that there remained and still

remains due and unpaid to your Orator from said Holloway & Boggess of the principal of said deferred payment first becoming due as aforesaid, the sum of one Hundred and twenty five dollars, which with interest accrued thereon from the day of said last mentioned payment amounts to the sum of one Hundred and forty five dollars.

Your Orator further represents that said Holloway & Boggess, have wholly failed, neglected and refused to pay to your Orator the said sum of two thousand dollars, lastly to be paid, and coming due as aforesaid in two years from the date of said instrument, or any part thereof, or the interest accrued thereon or any part of such interest, the same being the third and last payment agreed upon as aforesaid.

Your Orator further Represents, that on or about the twentieth day of July A D 1859 to wit at the County of Adams aforesaid, said last payment of Two thousand dollars, then being due and remaining unpaid And the said Holloway & Boggess being desirous of having the time for payment thereof Extended until the first day of September A D 1860 he (your Orator) and the said Holloway & Boggess, your Orator by his own proper signature of Perry Alexander

And the said Robert Holloway & Henry M. Boggers by their said firm name of Holloway & Boggers made and Entered into a certain other agreement in writing of that date, whereby your orator agreed to and with the said Holloway & Boggers that he would extend the time of said last mentioned payment until the first day of September A.D. 1860, in consideration whereof they the said Holloway & Boggers agreed to and with your orator that they would pay him interest upon the amount of said last mentioned payment of two thousand dollars from the time the same became due to wit from the ninth day of April A.D. 1859 until paid at the rate of ten per cent per annum, all of which will more fully and at large appear reference being had to said last mentioned agreement, a copy of which is herewith filed marked Exhibit "D" and made a part of this Bill of Complaint. Your orator further Represents and states, that said time for payment of said two thousand dollars last to be paid as aforesaid, according to the terms of said agreement first herein before mentioned, was duly Extended until said first day of September A.D. 1860 in pursuance of said last mentioned agreement and that said period of Extension has long since elapsed. Yet the said Holloway & Boggers, have wholly failed to pay the

interest which has accrued upon said last
 mentioned two thousand dollars or to pay
 any part of such interest, but on the contrary
 said last mentioned two thousand dollars to-
 gether with all the interest which has accrued
 thereon. Either prior to the Ninth day of April
 A.D. 1859 or since that time up to the filing of
 this bill, now remains due and wholly unpaid
 to your Orator. Your Orator further States that
 of the price agreed upon for the aforesaid
 real estate to be paid by said Holloway & Buggess
 to your Orator there is now due to your Orator
 from them the sum of two thousand seven hundred
 and fifty dollars, in principal and interest
 which has now accrued thereon, the same being
 the whole of said sum of two thousand dollars last
 to be paid as aforesaid together with the interest
 accrued thereon, and the aforesaid balance of
 said first above mentioned deferred payment,
 the same being a part of the purchase money with
 interest accrued thereon as aforesaid, and a balance
 of the purchase money for the real estate aforesaid
 now due and owing from said Holloway & Buggess
 to your Orator. Your Orator further Represents
 that he has never by deed conveyed the aforesaid
 Real Estate or any part thereof to the said Holloway
 & Buggess, or any other person or persons under
 and in pursuance of said agreement first herein
 before mentioned, or otherwise, nor has he ever

Contracted the same to any other person or persons
Nor has said last mentioned agreement ever
been altered or changed in any respect whatsoever
Except as in the manner hereinbefore particularly
stated, in said agreement bearing date July
20th A.D. 1859. And that said agreement first
hereinbefore mentioned still remains in full
force and effect. Your Orator further Represents
that he is still the owner of the legal title
to said premises and real Estate together with
all equitable interest therein. Except the interest
therein, so as aforesaid bargained and sold to said
Holloway & Boggess, by the instrument or agreement
first hereinbefore mentioned. And your Orator
states and so expressly charges the fact to be
that he has a lien upon the real Estate aforesaid
and every part thereof, and particularly upon
the interest therein so as aforesaid bargained and
sold to said Holloway & Boggess for the balance
now due and unpaid of the purchase money
therefor as aforesaid, together with such interest
as has or may hereafter accrue upon
the principal due and owing as aforesaid
under and in pursuance of said several
agreements, and also for such of your Orator's
costs as may accrue in this suit, which said
lien of your Orator is prior to any right or
interest in and to the same of said Holloway
& Boggess or either of them. And your Orator

further states that on said ninth day of April
AD 1857 the real Estate so bargained and sold
as aforesaid, was then reasonably worth the
agreed price therefor, or thereabouts but that
since that time the same has greatly deprec-
iated in value, so that the same is not now
worth much if any thing exceeding the indebted-
ness aforesaid remaining unpaid.

Your Orator further Represents that the
People of the State of Illinois & Elisha Eldred Anson
Eldred & Uri Balcom of Cook County Illinois and
Seth Smith of said Warren County, and William
M Dodge of Peoria County in said State, and
James J Owens of Pikes Peak, Joseph Holton of
& Jonathan Black of the State of Iowa
Thomas Ridgely of Warren County aforesaid, & Eliza-
b Babcock & John Babcock, & Archibald J Graham
of said Warren County and Theodore Pochler
and David Graham of Henderson County Illinois
claim to have some rights and interests in said
Real Estate, the precise nature and extent of
which is not at present known to your Orator
but your Orator states and so expressly charges
the fact to be that, whatever right or interest
the said "The People of the State of Illinois" Elisha
Eldred Anson Eldred, Uri Balcom, William M
Dodge, James J Owens, Joseph Holton, Jonathan
Black, Thomas Ridgely, Elizabeth Babcock & John
Babcock, Theodore Pochler and Seth Smith, Archibald

of Graham & David Graham or either of them have of in and to said real estate or any part thereof, the same is subject to the aforesaid lien thenow of your Orator, they nor either of them having no other rights or interests in and to said premises or any part thereof Except such as they may have derived from said Holloway & Boggers or one of them through the said agreement first hereinbefore mentioned.

Your Orator further Represents that on to wit the twentyfourth day of January a d 1861 he, together with his wife Maryann & Alexander duly Executed and acknowledged a good and sufficient deed of Conveyance of said Real Estate as aforesaid to the said Holloway & Boggers, said said of Conveyance Containing Covenants of general Warranty, and tendered the same to the said Holloway & Boggers, and offered to deliver the same to them as and for a deed of Conveyance of said premises upon their paying to your Orator the balance in principal and interest due thenow of the purchase money aforesaid now due and unpaid and requested such payments, but the said Holloway & Boggers neglected and refused to make such payment, a copy of which said deed and the Certificate of acknowledgment thereof

so tendered as aforesaid is herewith filed & marked Exhibit "E," and made a part of this bill of Complaint, and your Orator States that he is now ready and willing and hereby offers, upon such full payment as aforesaid being made to him of the principal of said purchase money due & unpaid as aforesaid, together with such interest as has and hereafter may accrue thereon and costs of this suit to deliver to said Holloway & Briggs said deed or to execute and deliver to them such other deed as the Court may deem proper in the premises.

Your Orator therefore prays that the said Robert Holloway Henry M Briggs. The State of Illinois. Elisha Eldred. Amos Eldred Uri Balcome. Seth Smith. William M Dodge. James F Owens. Joseph Holton. Jonathan Black Thomas Ridgely. Elijah L Babcock. John Babcock Theodore Pochler. Archibald J Graham, and David Graham may be made parties defendant to this your Orators Bill of Complaint, and that a proper summons may be duly issued out of this Honorable Court under the seal thereof against them, and that they and each of them may be required full true and perfect answers to make to this bill and to each and every allegation thereof as fully and specifically as if specially interrogated thereto, hereby expressly

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Having such answers of said Archibald G. Graham
and David Graham being under oath, and
requiring that their and each of their answers
be without oath, and that the amount
which may be due and unpaid to your
Orator of the purchase money aforesaid together
with the interest accrued thereon may
be properly ascertained, and that the same
may be decreed to be a lien upon the real
Estate aforesaid, and that all of the right
title and interest of said defendants or
either of them of in and to said real Estate
and premises or any part thereof may be decreed
to be subject to such lien of your Orator.
And your Orator also prays that said Robert
Holloway & Henry M. Boggess may be decreed
to pay the amount thus to be found due and
owing to your Orator, within a short day to
be named in such decree, together with
legal interest thereon from the date of such
until paid, and also to pay the costs
of this suit, and that in case default be made
in such payment or any part thereof, your
Orator further prays that either all the
right title and interest of said defendants
or either of them of in and to said real
Estate or any part thereof, may by a proper
order and decree of this Honorable Court
be divested from said defendants and

vested in your Orator, and said defendants
and each of them forever barred from having
or claiming any rights or interests in and to
said Real Estate or any parts thereof or that
said Real Estate, and all the right title
and interest of said defendants and
each of them in and to the same and every
part thereof may be used to satisfy said
debt and interest thereon together with the
costs of this suit, as to your Honor shall seem
most equitable, and that your Orator may
have such other and further relief in the
premises as shall seem equitable and
proper, and as in duty bound your Orator
will ever pray &c.

Perry Alexander.

By Warren & Wheat.

his Solicitors.

Filed Mar 6. 1861 Wm Lafayette cK

Exhibit "A"

Memorandum of Agreement made and
executed Entered into By & Between Perry
Alexander of the County of Adams & State of
Illinois of the one part and Moprs Holloway &
Boggers of the County of Warren in said State
of the other part Witnesseth that in the division
of the Estate of Samuel Alexander, Deceased
done by Commissioners duly appointed by the
Circuit Court of said County of Adams and the

Report of said Commissioners duly confirmed by said Court, at the March term of said Court, held at the City of Quincy, in the month of March 1857, there was set off and awarded to said Perry Alexander, the following described Real Estate in said County of Warren viz. The whole of the North East quarter of section Six, containing One Hundred and fifty four acres, more or less and Ninety six acres more or less off of the West side of the North West, quarter of section five, all in Township Ten North of Range Two West in the ^{said} County of Warren reference being to the record of said division as made by said Commissioners, in said Adams County, for a full description of said land. Now the said Perry Alexander hereby Bargains & Sells to said Holloway & Buggess the above described land, for and in consideration of the sum of Six Thousand Dollars to be paid as follows. Two thousand dollars in hand, the receipt whereof is hereby acknowledged, Two thousand dollars in one year from this date, with interest & two thousand dollars in two years from this date with the interest. And said Perry Alexander agrees & binds himself, his heirs & legal representatives on the completion of the payments above specified, and the intent to convey by a good & sufficient Warranty Deed, the said described land to

said Holloway & Boggers. their heirs or assigns. In
Testimony whereof the said parties have hereunto
set their hands & seals this 9th day of April.
1857.

Perry Alexander (Seal)

Holloway & Boggers. (Seal)

Filed Mch 6. 1861. Wm Laferty cllr

Exhibit "D"

This Agreement made and Entered into this
20th day of July 1859 By and Between Perry Alexan-
der of the one part and Robert Holloway and Henry
M Boggers under the name & style of Holloway &
Boggers of the other part Witnesseth that whereas
the said Robt Holloway & Henry M Boggers are
indebted to said Perry Alexander for the last
payment due on the following described lands
purchased of said Alexander on the 9th day of
April 1857 to wit. The North East quarter of section six
Containing one hundred and fifty four acres more
or less. and Ninety six acres more or less off of
the West side of the North West quarter of section
five. all in township ten North of range two West
of the fourth principal meridian in Warren
County Illinois. the said Perry Alexander agree-
s to extend said payment until the first day of
September 1860. the said Holloway & Boggers ag-
reeing to pay said Alexander interest from the
time said payment became due and until
paid at the rate of two per cent per annum.
Witness our hands the day and year first above
written.

Filed Mch 6th 1861. } Perry Alexander,
 } Holloway & Boggess,
 Wm Laferty cec }
Exhibit "B"

State of Illinois } ss. Pleas before the Honorable Joseph
 Adams County } Sibley, at a Circuit Court, sitt-
 ing as a Court of Chancery,
 holden at the Court House in Quincy in and for
 said County and State on the Eleventh day of
 April A D 1857.

Present his Honor Joseph Sibley Judge
 Wm H Bennison Master in Chy
 Thos W Macfall Clerk
 John P Leadoan Sheriff
 Alonzo M Smartmont. Complainant.

vs } In Partition.
 Alexander M Smartmont, Perry Alexander.
 Fredrick A Johnston, and Sally Ann Johnston.
 his mfd. Esther Summers, Margaret Summers.
 Georgianna Summers, James H Ralston and.
 Elizabeth Jane Ralston. Defendants.

Be it Remembered that on said
 Eleventh day of April 1857 the Commissioners
 heretofore herein appointed filed their report in
 the words and figures following to wit.

To the Honorable Circuit Court of the
 County of Adams and State of Illinois.
 The undersigned John Sharp, Augustine
 E Bowles and Eli Sechoon Commissioners

appointed by a decree of said Court rendered
at the October Term thereof a D 1856 in a
certain suit then pending in said Court for
partition wherein Alongo M Smartmont was
Petitioner and Perry Alexander, Frederick
G Johnston and Sally Ann Johnston his
wife, Esther Summers, Margaret Summers,
Georgianna Summers, James H Ralston, Eliza
beth Jane Ralston and Alexander C Smartmont
were defendants. would respectfully report
that under and in pursuance of said decree
and by virtue thereof after having been duly
sworn according to the Statute in such
case made and provided they the undersigned
on the 20th day of December a D 1856, proceed
ed to the duties assigned them by said decree
and after having gone upon the premises
in said decree mentioned set off and
allotted in severalty a portion of the same
by metes and bounds in the following manner
that is to say. They set off and allotted to
the said Elizabeth Jane Ralston one hundred
and twenty two and one half acres off of the
East side of the North West quarter of section
four, of township ten North of the base line
of Range two West of the fourth principal
meridian, situate in the County of Warren
and State of Illinois. to be enjoyed by her
in severalty in fee simple. subject however

to be enjoyed as hereinafter mentioned and set forth by the said James H. Ralston. And to the said James H. Ralston they set off and allotted in severalty from the East side of said One Hundred and twenty two and one half acres five sixths thereof to be enjoyed by the said James for and during his Natural life. And to the said Alexander C. Smarttrout they set off and allotted the residue of said quarter section, and a sufficient quantity off of the East side of the North East quarter of section five of the same Township to make in all one hundred and seventeen and one half acres of land in fee simple. subject however to be enjoyed as hereinafter mentioned and set forth by the said Alongo M. Smarttrout. And to the said Alongo M. Smarttrout they set off and allotted the aforesaid land set off and allotted as aforesaid to the said Alexander C. Smarttrout to be enjoyed by the said Alongo for & during his Natural life.

And to the said Esther Sumner they set off and allotted the residue of said North East quarter of section five aforesaid, and a sufficient quantity off of the East side of the North West quarter of said section five, to make in all One Hundred and two acres of land in fee simple.

6.
And to the said Perry Alexander they set off
and allotted the residue of said North West
quarter of said section five, and also the
whole of the North East quarter of section six,
in the same township and range in fee simple.

And to the said Perry Alexander,
Elizabeth Jane Ralston, Alexander B. Pratt
son of Esther Sumner and Sally Ann Johnston
they set off and allotted in fee simple to each
one fifth part of the said lot situated in the
City of Quincy known and described as the
South Half of all of Block Six, in plat one,
according to a survey and plat made for
and under the direction of Commissioners
appointed by the Circuit Court of the County
of Morgan in the State of Illinois at the
October Term thereof A.D. 1838 to make partition
of a portion of the real Estate of Samuel Alex-
ander then late of said County of Adams dec-
eased, among the heirs at law of said deceased.
(Except a strip of land thirty three feet in width
off of the East side of the same, the said
lot being divided into fifths by lines par-
allel to Ninth Street in said City and the
said Perrys fifth thereof, being bounded on
the East by the West line of said Ninth Street,
and the said Elizabeth's being bounded on
the East by the said fifth of the said Perry.
And the said Alexander's 6 fifth being bounded

on the East by the said fifth of the said Elizabeth, And the said Eothers fifth being bounded on the East by the fifth of the said Alexander B. And the said Sally Ann's fifth being bounded on the East by the said fifth of the said Eothers, and on the West by the West line of said lot. the said fifth of the said Alexander B. being subject to be enjoyed however by the said Alongo as mentioned & set forth below.

And to the said Alongo they set off and allotted the said fifth of the said Alexander B. to be enjoyed by the said Alongo for and during his natural life. And the said Commissioners further report that the residue of the lands in said decree mentioned to wit, the South East quarter of section twenty three, the South West quarter of section twenty four, the North West quarter of section twenty five, and the East half of the North East quarter of section twenty six, all in Township No. South of the base line of Range Nine West of the fourth principal meridian, and situate in said Adams County, are so circumstanced that a division thereof cannot be made without manifest prejudice and injury to the proprietors of the same.

all which is respectfully submitted.

Comrs fees \$10⁰⁰ each } Eli Shehorn (Seal)
 Filed Mch 6th 1861. } Augustine & Bowles. (Seal)
 Wm Laferty atty. } John Sharp. (Seal)

Exhibit "C"

And Afterwards to wit on the said 11th day of April A D 1857 an order was Entered of record in said Court in the above entitled cause, in the words and figures following to wit,

And this cause now coming on for hearing on the Report of the Commissioners here in, and the same appearing in all respects regular and no person appearing to object to the same the Court doth order and decree that said report be approved and Confirmed which is hereby accordingly done, and it appearing from said Report that a partition of the lands in said petition mentioned to wit, The South East quarter of section twenty three, The South West quarter of section twenty four, the North West quarter of section twenty five, and the East half of the North East quarter of section twenty six in Township Two South of the baseline of Range Nine West of the fourth principal meridian, are so circumstanced that a division thereof cannot be made without manifest prejudice and injury to the proprietors of the same. The Court doth order and decree that a sale of said premises be made and the proceeds thereof after the payment of the costs of such sale be divided among the parties hereto in proportion to their respective interests in said lands, and the Court hereby appoint

Doac M. Grover a Special Commissioner of this Court to make such sale and doth direct that such sale be made with all Convenience and for cash in hand in the manner directed by law for the sale of real Estate by Sheriffs on Executions issued on Judgements at law after having been advertised for the length of time, and in such manner as by law required for such sale's. And that out of the proceeds of such sale the said Commissioner pay the Costs thereof. And the balance of said proceeds be pay over to the parties hereto respectively or to their legal representatives according to their respective interests in said Real Estate as hereto fixed by said Court in this Cause, by a decree herein at the October term thereof A.D. 1856. And the Court doth further order and decree that the residue of the Costs herein be equally paid by the parties hereto. And that said Commissioner Report his doings herein at the next term of this Court, to which time this Cause stands Continued.

J. Sibley.

State of Illinois } ss.

Adams County } I Wm S M Anderson Clerk
of the Circuit Court in and
for said County do hereby certify that the
 foregoing is a true perfect and complete Copy

of the Report of the Commissioners therein named, and the Decree of the said Circuit Court confirming the same, as the same now appears of Record in said Court.

Witness my hand and the seal of
(Seal) said Circuit Court at Quincy this 21st
day of January a.d. 1861.

Fees \$2.00

Wm S M Anderson Clerk

Per Thos W Macfall Deputy.

Filed Mch 6/1861.

Wm Laferty ccl

(Praecipe for Summons)

State of Illinois } ss. In the Circuit Court of
Warren County } said County of the March
Term a.d. 1861.

Perry Alexander Complainant
vs } In chy Vendors Lien

Robert Holloway. Henry W

Boggers. The State of Illinois.

Elisha Eldred. Anson Eldred.

Uri Balcom. Seth Smith. William

M Dodge. James F Owens. Joseph

Holton. Jonathan Black. Thomas

Ridgley. Elijah L Babcock. John

Babcock. Theodore Pochler. Archibald

Y Graham & David Graham

The clerk of said Warren County will
cause to be a proper summons out of Chancery

in the above entitled Cases, directed to the
 Sheriffs of
 Cook, Peoria, Henderson, Sangamon & Sheriff
 said Warren County's, to execute returnable
 according to law, and Oblige.

Yours &c.

Warren & Wheat

Filed Mar 6/1861.

3 Sols for Compleat.

M. Laferty clerk

Exhibit "C."

This Indenture made this twenty fourth
 day of January in the year of our Lord
 One Thousand Eight Hundred and sixty One
 Between Perry Alexander and Margaret
 & Alexander his wife of the County of Adams and
 State of Illinois parties of the first part and
 Robert Holloway and Henry M. Bogges both
 of the County of Warren and State of Illinois
 of the second part Witnesses, that the said
 parties of the first part in consideration of
 the sum of six thousand dollars paid by
 the said parties of the second part the
 Receipt whereof is hereby acknowledged
 have Granted Bargained and sold and by
 these presents do Grant Bargain sell convey
 and Confirm unto the said parties of the
 second part their heirs and assigns forever
 two certain tracts of land situated in the
 County of Warren and State of Illinois and

described as follows viz The Whole of the North East quarter of section Six. and also Ninety seven and sixty five and hundred the acres of land more or less off of the West side of the North West quarter of section five. (being all of the Right title and interest of said parties of the first part of in and to said last named quarter) both of said tracts of land being in Township Ten North of the base line. of Range Two West of the fourth principal meridian. To Have and to Hold the said premises with all the appurtenances thereto belonging or in anywise appertaining to the only proper use benefit and behoof of the said parties of the second part their heirs and assigns forever. And the said parties of the first part covenant with the said parties of the second part their heirs & assigns that they are lawfully seized in fee of the said premises and have good right to convey the same. that they are free from all incumbrances. and that for the consideration above named the title thereof to the said parties of the second part their heirs and assigns against all lawful claims whatsoever will forever warrant and defend. In Witness Whereof The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Perry Alexander (LS)
Margaret E Alexander (LS)

Signed Sealed and Delivered }
in presence of }

State of Illinois } ss.

Adams County }

Be it Remembered that
on this thirtieth day of
January in the year of our Lord one thousand
Eight Hundred and sixty one. Before me came
personally Perry Alexander and Margaret E
Alexander his wife who are personally known
to the undersigned Clerk of the Circuit Court
of said County to be the identical persons
who Executed and whose Names are subscribed
to the foregoing deed of Conveyance as
having Executed the same and acknowledged
the same to be their voluntary act and
deed for the purposes therein expressed. And the
said Margaret E Alexander. Wife as aforesaid.
being by me made acquainted with the said
deed of Conveyance and Examined separate
and apart from her said husband acknowledged
that she Executed the same and
relinquished her dower in the premises therein
mentioned voluntarily freely and without
the compulsion of her said husband and
that she does not wish to retract the same.
In Testimony Whereof I have hereunto set my hand
and affixed the seal of said Court at my

Office at Quincy the day and year first above
written.

(Seal) W S M Anderson Clerk
Filed Mar 6/1861.
Wm Laferty clro }

(Copy of Summons to Warren Co)
State of Illinois, Warren County Sch.
The People of the State of Illinois
To the Sheriff of Warren County, Greeting.
We Command you to Summon Robert Holloway
Henry M Bogges. The State of Illinois, Eldred
Eldred, Anson Eldred, Uri Balcom, Seth Smith
William M Dodge, James F Owen, Joseph Holloway
Jonathan Black, Thomas Ridgley, Elijah B
Babcock, John Babcock, Theodore Pochler, Archi
bald J Graham & David Graham, if to be fou
nd in your County, personally to be and appear
before the Circuit Court of said County on the first
day of the next term thereof to be holden at the
Court House in Mounds on the third Monday
in the month of March instant to answer and
of Complaint, filed in our said Circuit Court on
the Chancery side thereof against them by Perry
Alexander, and have you there and there this
writ and make return thereon in what man
ner you execute the same. Witness Wm Laferty clerk
of our said Circuit Court and the seal thereof at
Mounds this 6th day of March in the year of

and Lord One Thousand Eight Hundred and sixty
one.

(Seal)

Wm Laferty Clerk

I have served the within Summons by deliver-
ing a copy to the within named Joseph Holton
March 8th 1861

David Turnbull.

Sheriff Warren Co Ills.

I have served the within summons by deliver-
ing a copy to the within named Henry
M. Bygones. Seth Smith. Elizabeth Babcock
John Babcock. (John Babcock being served
by copy left at his usual residence with his
info. she being a white person over the age
of ten years and informed her of the contents
thereof) & Robert Holloway & Archibald J. Graham
March 8th 1861.

David Turnbull

Sheriff Warren County Ill.

By D B Eilenberger Deputy.

I cannot in my County find the within nam-
ed Eliza Eldred. Anson Eldred. James J.
Owens. Jonathan Black. Thomas Ridgley. Theo-
dore Parker. David Graham. & William M. Dodge
and Uri Balcom. March 8th 1861.

David Turnbull Sheriff

Filed Mch 14th 1861.

Wm Laferty Clerk
(Sums to Henderson Leo)

State of Illinois. Warren County. Set.

The People of the State of Illinois. To the Sheriff

of Henderson County Greeting. We Command
you to Summon Robert Holloway Henry M Boggs
The State of Illinois. Elisha Eldred. Anson Eldred
Uri Balcom. Seth Smith. William M Dodge.
James J Owens. Joseph Hottow. Jonathan Black
Thomas Ridgley. Elijah C Bubeck. John Babes
ck. Theodore Pochler. Archibald T Graham &
David Graham, if to be found in your County
personally to be and appear before the Circuit
Court of Warren County on the first day of the
next term thereof to be holden at the Court
House in Mommouth on the fourth Monday
in the month of October next to answer and
of Complaint filed in our said Circuit
Court on the chancery side thereof against
them by Perry Alexander. And have you
then and there this writ and make return
thereon in what manner you execute the
same. Witness Wm Laferty Clerk of our said
Circuit Court and the seal thereof at Mommouth
this 29th day of August in the year of our
Lord one thousand Eight hundred and sixty
one.

(Seal)

Wm Laferty Clerk

I did on the 2^d day of September A.D. 1861
serve the within summons by delivering
a copy to the within named David Gra
ham. dated this 2^d day of September A.D. 1861.

John M. Holown Sheriff Henderson Co Mo

I cannot in my County find the within named
 Robert Holloway. Henry M Burgess. The State
 of Illinois. Elisha Eldred. Anson Eldred. Uri Balem
 Seth Smith. William M Dodge. James F Owen
 Joseph Hottow. Jonathan Black. Thomas Ridgely
 Elijah C Babcock. John Babcock. Theodore
 Pochler & Archibald Graham.

John M Wilson. Sheriff Henderson Co Ill.
 Filed Sept 4th 1861.

Wm Laferty clerk }
 }

Affidavit of Non Residence
 State of Illinois } Circuit Court
 Warren County } March Term A.D. 1861.

Perry Alexander Complainant.

vs } Petition for Vendors Lien.

Robert Holloway. Henry M Burgess
 The People of the State of Illinois. Elisha } Defendants.
 Eldred. Anson Eldred. Uri Balem
 Seth Smith. William M Dodge.
 James F Owen. Joseph Hottow.
 Jonathan Black. Thomas Ridgely
 Elijah C Babcock. John Babcock
 Theodore Pochler. Archibald Graham
 and David Graham.

Personally appeared E A Paine
 who being first duly sworn says that said James
 F Owens and Jonathan Black are not resi-
 dents of the State of Illinois in which said
 suit is pending, but said defendant

Owen is now at or near Pikes Peak, and that said defendant Black is a resident of the State of Iowa, and therefore asks for service by publication, upon said defendants.

E A Paine.

Subscribed and Sworn to }
 this 1st day of Feby 1861. }
 Filed Mch 6/1861. } Wm Laferty Clerk
 Wm Laferty ck }

(Publication Notice)

State of Illinois Warren County ss.
 Warren Circuit Court October Term
 A D 1861.

Perry Alexander Petitioner for Vendors Lien.
 vs

Robert Holloway, Henry M Briggs, The State of
 Illinois, Eliza Eldred, Anson Eldred, Uri Balcom
 Seth Smith, William M Dodge, James F Owens,
 Joseph Hottow, Jonathan Black, Thomas Ridgley
 Elijah & Babcock, John Babcock, Theodore Rockler
 Archibald & Graham & David Graham.

Affidavit having been filed in the
 Office of the Clerk of the Circuit Court of
 Warren County Illinois, that Jonathan Black
 and James F Owens two of the above named
 defendants are now residents of the State of
 Illinois. Notice is therefore hereby given to you
 the said Jonathan Black and James F Owens
 that a Bill in Chancery has been filed in said

Court and that a Summons has been issued thereon against you returnable on the first day of the next term thereof to be commenced and holden at the Court House in Monmouth on the fourth Monday in the month of October next A.D. 1861. Now unless you the said Jonathan Black and James F. Owens shall then and there appear and plead Answer or demur to the said petition, the same will be taken as confessed against you, and a decree entered according to the prayer of said petition. August 16th 1861.

Wm Laferty Clerk
Warren & Wheat Solrs for Compts.

I John S Clark Publisher of the "Monmouth Atlas" a public Newspaper printed and published in the City of Monmouth, County of Warren & State of Illinois, do hereby certify that a Notice of which the annexed printed Extract is a true copy was published in said Newspaper four weeks successively, once in each week the first publication bearing date the 23^d day of August 1861, and the last publication the 13th day of September 1861.

Printers fee \$8.75 Jns S Clark.

Filed Mar 28/18.62 Wm Laferty Clerk
(Dumervor)

State of Illinois, Warren County ss.
Perry Alexander vs Robert Holloway et al.

Circuit Court thereof March Term A.D. 1861
Petition for a Vendors Lien.

The Demurres of Robert Holloway and Henry
M. Briggs two of the defendants to the bill
of Complaint of Perry Alexander, Complainant,
these defendants by protestation, not confess-
ing or acknowledging all or any of the
matters or things in and by the said bill set
forth and Complainant of to be true, in manner
and form as the same are therein set forth
and alledged, saith that they are advised
by their Counsel, that there is no matter or
thing in the said bill contained good and
sufficient in law to call these defendants
in question in this Honorable Court for the
same, but that there is good Cause of dem-
urres thereunto, and therefore these defend-
ants say: that the Complainant's said bill
in case the allegations therein contained
were true, which these defendants do in
no sort admit, contains not any matter of
Equity wherein this Court can ground any
decree, or give the Complainant any relief
or assistance as against them, these def-
endants. Wherefore and for divers other
Errors and imperfections in the said bill
appearing, this defendant doth demur
in law thereunto, and humbly demand the
Judgment of this Honorable Court, whether they

Now on this day came the Plaintiff by attorney, and the said Archibald Graham David Graham, Joseph Holton, John Babco, Elijah C. Babco, & Seth Smith having been duly served with process, and being three times solemnly called came not nor any person for them to defend this suit, but they make default.

Answer of Holloway & Brygers.

State of Illinois } ss.
Warren County } In Circuit Court of
the March Term 1862
Perry Alexander }
vs } Petition for Vendors
Robert Holloway et al. } Lien.

The Answer of Robert Holloway one of the above defendants to the bill of Complaint of said Complainant. This defendant saving and reserving to himself now and at all times hereafter all and all manner of benefit or advantage of Exception or otherwise that can or may be had or taken to the many errors uncertainties and imperfections in the said bill contained for answer thereto, or to so much thereof as this defendant is advised, it is material or necessary for him to make answer to, answering saith. That he believes that the

said Complainant was on the 9th day of April A.D. 1857 the owner and proprietor of the lands described in said bill of complaint. The whole of the North East quarter of section Six (6) and Ninety seven & sixty five one hundred & two acres off of the West side of the North West quarter of section five (5) more or less. all in Township ten North of Range Two West of the fourth principal meridian in the County of Warren and State of Illinois. That he admits that on or about the 9th day of April A.D. 1857 this defendant together with Henry M. Bogges by the name & style of Holloway & Bogges Entered into an agreement with the said Complainant, under their seals, to purchase the said land above described for the agreed price of Six Thousand Dollars as stated in said bill of Complaint.

That by the terms of said agreement this defendant together with the said Bogges were to pay the said Complainant the sum of two thousand dollars cash in hand, Two Thousand dollars in one year from the date of this instrument, and the sum of two thousand dollars in two years from the date of said instrument. The said two deferred payments of two thousand dollars each to bear interest from the date of said instrument until paid at the rate of six percent per annum

That by the terms of said agreement the said Complainant agreed and bound himself that upon the complete and full payment of said sum of Six Thousand Dollars together with such interest as should have accrued thereon to convey by a good and sufficient Warranty deed the real Estate aforesaid to the said Holloway & Brygers as stated in said bill.

That he admits that the full and complete payment of the whole of said sum of Six Thousand Dollars together with the interest thereon was a condition precedent to the conveyance as aforesaid as stated in said bill. That he admits that in and by said agreement reference was had made to a division of the Estate of Samuel Alexander deceased, made by Commissioners &c as stated in said bill, and that the real Estate and premises hereinbefore described are the same as in said Commissioners Report mentioned, and thereby set off and awarded to the said Complainant as stated in said bill. That he admits that after the making of said agreement and in pursuance of the same, he together with the said Brygers paid to said Complainant the Six Thousand dollars which was to be paid in hand as aforesaid, and that afterwards and on or

about the 21st day of April a D 1858 they paid to said Complainant the further sum of Two Thousand and Nineteen dollars & forty cents, which was to be applied on said second payment as aforesaid then remaining then due on said second payment interest to the amount of One Hundred and four & 100 Dollars and not the sum of One Hundred and twenty five dollars as stated in said bill.

This defendant admits that the above two payments are all that has ever been paid by this defendant or said Boggers to said Complainant on the said agreement of said Complainant as stated in said bill, and that the last payment on said Contract of two thousand dollars together with the interest which has accrued thereon still remains due and unpaid, as stated in said bill. This defendant further says that it is true that he together with the said Boggers did on or about the 20th day of July a D 1859 at the County of Adams, Entered into a certain other agreement with the said Complainant by which the time of the last payment of two thousand dollars as aforesaid was extended until the first day of September a D 1860. They agreeing to pay said Complainant ten percent interest on said last payment, in Consideration

of such Extortion as stated in this bill.

That on said last payment as aforesaid together with all the interest which has accrued thereon has not been paid to said Complainant as stated in said bill.

This defendant denies that at the time of the filing of said bill there was due for principal and interest from this defendant and the said Boggers to said Complainant the sum of two thousand seven hundred and fifty dollars as stated in said bill, but he admits that about the sum of two thousand seven hundred and two dollars in principal and interest was due and unpaid the same being the balance of the purchase money and the interest thereon for the Real Estate described in said bill. That he believes it to be true that said Complainant has never conveyed the said Real Estate to any person or persons under and in pursuance of said agreement first mentioned. That he believes it to be true that said agreement has never been changed or altered except as stated in said bill. That said first agreement still remains in full force and effect. That he admits that the said Complainant is still the owner of the legal title to said Real Estate, described in said bill together with all the equitable interest thereon except the interest therein as aforesaid.

Bargained and sold to this defendant and the said Brygers by said agreement first mentioned as it is in said bill alleged.

This defendant states that he believes it to be true that said Real Estate was on the 9th day of April A D 1857, reasonably worth the agreed price therefor to wit, Six Thousand dollars but this defendant denies that the said Real Estate has greatly depreciated in value since that time, but claims that the same is now worth but little, if any, less than it was at the time of the sale thereof as aforesaid.

This defendant denies that said defendants Henry M Brygers, The People of the State of Illinois, Elisha Eldred, Anson Eldred, Uri Balcom, Seth Smith, William M Dodge, James F Owens, Joseph Hottow, Jonathan Black, Thomas Ridgely, Elijah Babcock, John Babcock and Archibald J Graham & David Graham, Theodore Pochler, have now any right title or interest whatever in or to said premises.

This Defendant states that on or about the 25th day of October A D 1860 the said defendant Henry M Brygers sold to this defendant all his right title and interest in and to said premises. That at the time of the filing of the said bill the said defendants Archibald J Graham and David Graham had an interest in said premises derived through this defend-
ant

and said Boggess, but that since that time
said interest has terminated by the result
of a suit brought by said Grahams against
said Holloway & Boggess to recover the pur-
chase money and the interest thenow paid
by said Grahams to said Holloway & Boggess
for said land. This defendant admits
that on or about the 24th day of January ad
1861, the said Complainant, together with his
wife Margaret & Alexander made Executed
and acknowledged a good & sufficient
deed to said Real Estate, Conveying the same
to this defendant and the Boggess and
offered to deliver the same to them upon the
payment of the principal and interest then
remaining due and unpaid for said prem-
ises as stated in said bill. And this def-
endant denies all and all manner of unlaw-
ful combinations &c. without this that there
is any other matter cause or thing in said
Complainant's bill of Complaint contained
material or necessary for this defendant to
make answer unto and not herein and
herby well and sufficiently answered
Confessed traversed and avoided or denied
is true to the knowledge or belief of this
defendant; all of which matters and things
this defendant is ready and willing to aver
maintain and prove as this Honorable Court

shall direct and prays to be hence dismissed
with his reasonable costs & charges. &c.

Robert Holloway.

State of Illinois } ss.

Warren County } I Robert Holloway being duly
sworn depose and say that all
the several matters and things, which are
set forth in the foregoing answer are true
in substance and in fact.

Robert Holloway.

Subscribed & sworn to before me this
28th day of March 1862 Wm Laferty clerk

State of Illinois } ss.

Warren County } I Henry M Boggers
being duly sworn depose
and say that I have read the above answer
of Robert Holloway. That all the several matters
and things therein set forth are true in sub-
stance and in fact, and that I wish to adopt
the above answer as my own in said cause.

H M Boggers.

Subscribed & sworn to before me
this 27th day of March A D 1862

Wm Laferty clerk

Filed Mar 27th 1862

Wm Laferty clerk }

Afterwards to wit on the 17th day of March
A D 1862 the following order was Entered upon
the Records of our said Courts, which is in the
words & figures following to wit.

Perry Alexander	}	This day came defendant by attorney and enters his motion to set aside the default taken herein, and after hearing the same it is ordered by the Court that the default taken herein against Archi- bald G Graham & David Graham be set aside, and leave is given them to answer and file cross bill by Tuesday next.
vs Robert Holloway		

Answers of A G & D Graham

State of Illinois	}	vs. Warren County Circuit Court. M Term 1862
County of Warren		

Perry Alexander	}	Vendor's Lien The joint and several answers of Archibald G Graham and David Graham to the bill of Complaint of Perry Alexander. Complainant. These defen- dants now and at all times hereafter saving and reserving to themselves and each of them all benefit and advantage of Exception can or may be had or taken to the many errors
vs		
Henry M Briggs		
Robt Holloway		
Archibald G Graham & David Graham et al.		

uncertainties and other imperfections in the
 said Complainant's ^{said} bill of Complaint cont-
 ained for answer therunto or unto so much
 and such parts thereof as these defendants are
 advised is or are material or necessary for
 them to make answer unto. These defendants
 answering saith. They have been informed &
 believe it to be true that as the said Compl-
 ainant hath alleged in his bill of Complaint,
 he was the owner on or about the 9th day of
 April 1857 and possessed of the following des-
 cribed Real Estate to wit, the North East quar-
 ter of section Six, and also Ninety seven and sixty
 five one hundredths acres of land off of the West
 side of the North West quarter of sect five, all ~~in~~
 said land being in Township ten North of the
 base line of Range two West of the fourth prin-
 cipal meridian situate in the County of
 Warren and State of Illinois, the same ^{being} ~~same~~
 set off and allotted to said Complainant by
 order and decree of the Adams County Circuit
 Court in the division and partition of certain
 Real Estate belonging to the Estate of
 Samuel Alexander deceased, as the said
 Complainant hath alleged in his bill of
 Complaint. And the said defendants further
 answering say that they have been informed
 and believe it to be true as the said Comp-
 lainant hath alleged in his said bill of

Complaint, that he bargained and sold
in manner and form as he has set forth
the Real Estate aforesaid to Holloway &
Boggers by a certain instrument of
writing bearing date April Ninth 1857
which said Instrument in writing was
signed by said Complainant and sealed
with his seal and the said Robert
Holloway and Henry M Boggers by the
joint name of Holloway & Boggers and
their seal was therunto attached and
that the said Holloway and Boggers ag-
reed to pay said Complainant for the
land aforesaid the sum of \$6000. and
in the manner following \$2000. cash in
hand, \$2000 one year from the date of said
Instrument and \$2000 two years from the
date of said Instrument and that the
two deferred payments of \$2000. each to
bear interest at the rate of six per cent
from the date of said Instrument, and
that the said Complainant bound him-
self by said Instrument of writing that
after the full and complete payment of
the said several sums of money and the
interest thereon to convey unto the said
Holloway and Boggers their heirs and
assigns the land aforesaid by a good
and sufficient deed of warranty, and

that the full and complete payment of the said sum of Six thousand dollars together with the interest on the deferred payments is and was a condition precedent to the conveyance aforesaid, and the said defendants are informed and believe it to be true as the said Complainant hath alleged in his bill of Complaint, that the division of the Estate of Samuel Alexander deceased was made by Commissioners appointed by the Circuit Court of Adams County State of Illinois and that the said report of said Commissioners was confirmed by said Court by decree at the March term thereof 1857 and that it is the same report and decree confirming the same as referred to in the said Instrument of writing, and the same as made by said Commissioners and confirmed by said Court in a certain suit then and there pending wherein Alonzo M. Smartmont was Complainant and the said Complainant was defendant and that said Complainant's Exhibits marked "B" and "C" are true copies of said proceedings and that the Real Estate mentioned and described in said Complainant's bill of Complaint is the same as said Commissioners Report mentioned, and that the same as set off and awarded to said

Complainant, and that the number of acres set off and awarded to said Complainant in said North West qr of said Sect 5, being Ninety seven & sixty five one hundredths acres instead of Ninety six acres as in said Instrument of writing supposed, and that at the time of the execution of said Instrument of writing the said Holloway and Boggess paid said Complainant the sum of two thousand dollars so to be paid in hand and that on or about the twenty first day of April 1858 paid said Complainant the sum of \$2019. ⁴⁰/₁₀₀ to apply upon and which was applied upon said ^{Payment} ~~agreement~~ of \$2000. to be within one year from the date of said Instrument, the same being the first of said deferred payments becoming due as aforesaid, said two payments being all of said sum of \$6000, which said Complainant has ever received of said purchase money from the said Holloway and Boggess, and that there remained and still remains due and unpaid to said Complainant from said Holloway and Boggess of the principal of said first deferred payments the sum of \$125, with the interest accrued thereon from the day of said last mentioned payment, amounts to the sum of \$145. And that the said Holloway & Boggess have failed neglected and refused to pay said Complainant the

said sum of \$2000. due as aforesaid in two years from the date of said Instrument or any part thereof, or the interest that has accrued on the same or any part of said interest, the same being the last payment agreed upon as aforesaid.

And the said defendants further answering say that they are informed and believe it to be true as the said Complainant hath alleged that there was a contract made and Entered into by and between the said Complainant and the said Holloway & Bogges on or about the twentieth day of July A.D. 1859 at the County of Adams that the said Complainant would extend the time of the last deferred payment of said purchase money until the first day of September 1861, and that the consideration of said Contract was that the said Holloway and Bogges would pay said Complainant him interest on the said last deferred payment of \$2000. from the time the same became due until paid at the rate of ten per cent per annum, and that the time for the payment of said last deferred payment according to the tenor of said last mentioned Contract and the time of Extension has long since elapsed, and that the said Holloway & Bogges have wholly failed refused and neglected to pay any of the interest that

has accrued on said last mentioned payment of \$2000. and that said payment together with all the interest remains due and unpaid as said Complainant hath alleged in his said bill. and that there remains due and unpaid of said purchased money the sum of \$2750. of principal and interest as said Complainant hath alleged in said bill. and that the said Complainant hath not conveyed by deed said land to or any part thereof to said Holloway & Boggess or any person or persons in pursuance said agreement first mentioned by said Complainant. nor has he ever contracted the same to any other person or persons nor has said last mentioned agreement by said Complainant been altered or changed in any respect except as he has particularly stated in said bill. by said agreement dated July 20th 1859. And further that the owner of the legal title to said Real Estate together with all equitable interests to the same except the interest as the said Complainant hath alleged he hath bargained and sold to said Holloway & Boggess and that he hath aliened said Real Estate and every part thereof and particularly an the interest same and bargained to the said Holloway & Boggess for the balance now due and unpaid of said

purchase money thereof as he has alledged
 together with the interest that has or may
 yet accrue upon the said principal due &
 owing in pursuance of said several ag-
 reements and also for some of said Com-
 plainants costs as he hath in his bill alle-
 ged, but the said defendants deny that
 said land is not now worth as much
 as when said Complainant sold said
 land to said Holloway & Briggs, but on
 the contrary say that said Real Estate is
 worth several thousand dollars more now
 than when the same was sold to the said
 Holloway & Briggs. And the said defendants
 answering as to what interest they the said
 defendants have in said say that on
 or about the 27th day of April 1857 bargained
 with and bought of said Holloway & Briggs
 the said Real Estate described and mentioned
 in said Complainants bill of Complaint and
 agreed to pay said Holloway & Briggs
 four thousand dollars on the twenty eight
 day of May a d 1857, four thousand dollars
 on the sixth day of April a d 1858 and two
 thousand dollars on the sixth day of
 April a d 1859, said payments to draw six
 percent per annum, and the said defend-
 ants say that in fact they have paid
 said sums of money, together with the

interest that has accrued on the same, and are
 and have been in the possession of said land,
 and they say that the said Holloway & Bog-
 gess on the day and year aforesaid Cov-
 inanted to and with the said defendants
 on the day and year and aforesaid to give
 them the said defendants a good and
 sufficient deed of Warranty on the pay-
 ment of said purchase money to the said
 described Real Estate mentioned in said
 Complainant's bill, but the said defendants
 say that the said Holloway & Bog gess have
 wholly refused and neglected to make
 unto said defendants said deed of Warr-
 anty to said real Estate or any part thereof.
 And the said defendants further answering
 say that they are informed and believe it
 is true as said Complainant hath alleged
 in his said bill that he the said Complain-
 ant together with his wife Margaret E
 Alexander on the twenty fourth day of January
 A.D. 1861 duly Executed and acknowledged
 a good and sufficient deed of Conveyance
 of said Real Estate or sold as said Compl-
 ainant hath set forth in his said bill of
 Complaint, and offered to deliver the same
 to said Holloway and Bog gess upon the pay-
 ment of the balance of said purchase
 money, and the interest that has accrued

on the same, but that the said
 wholly neglected and refused to pay the
 same as the said Complainant hath alled-
 ged. Respondants represents that on 21st April
 AD 1857 they purchased of said Holloway & Boggess
 the Real Estate aforesaid and agreed to give
 them therefor ten thousand dollars on the
 terms and Conditions of the Article of agree-
 ment of such purchase then in writing
 made between them by said Holloway & Boggess
 in their said firm name of Holloway & Boggess
 and by your Orator Archibald G. Graham in
 the name of A. G. Graham and by your Orator
 David Graham by and through Archibald G.
 Graham his agent who executed it by signing
 the name of said David Graham there to as
 principal and his name as such agent of
 said David Graham signing his name as
 such agent of said David Graham in the
 name of A. G. Graham. That a copy of such
 agreement is herewith filed marked Exhibit
 (A) and made part of this bill. That said
 Holloway and Boggess having failed to convey
 said real Estate or any part thereof to your
 Orators in accordance with their agreement
 in writing aforesaid made with your Orators
 or in any way, Yours Orators to the March
 Term AD 1861 of said Circuit Court of Warren
 County on the written agreement last aforesaid

Commenced an action of covenant against said Holloway & Boggess for the nonperformance upon their part of the Covenants, then to have been by them performed, and that such proceedings were then upon had that at the October Term A D 1861 of such Court your Orators by the Consideration of such Court on the 22^d day of November A D 1861 recovered a Judgment against said Holloway & Boggess for Twelve Thousand Six Hundred and Seventy dollars and fifty Nine Cents and Costs of suit for the Nonperformance of the Covenants aforesaid to have been performed by said Holloway and Boggess, all which fully appears from the proceedings and Records thereof, still remaining in full force, and unpaid save as to Three hundred and thirty seven dollars and Eighty five cents, which your Orators as Judgment Creditors of said Holloway & Boggess made thereupon by process of Redeeming real Estate of said Holloway & Boggess which had been before then sold by the Sheriff of said Warren County by virtue of an Execution against them. That no Appeal bond has been filed nor appeal taken in such cause and that the balance of said Judgment still remains in full force unsatisfied and unpaid, and that Exhibit (B) is a copy thereof and herewith filed and made part of this

Answer. And Respondants having fully answered and obtained leave of this Honorable Court to file a Cross bill herein and intending to do pray to be heard thereupon as well as upon the cause aforesaid of which it is such a bill.

Archibald G Graham

David Graham

By their Solicitors Harris & Glenn.

Filed March 28. 1862.

Wm Lafayette Cobb }
}

Cross Bill of Grahams.

State of Illinois } March Term a d 1862 of
County of Warren } the Circuit Court of said
County.

To the Honorable Charles B Lawrence Judge of said Court. in Chancery sitting. Your Petors Archibald G Graham of said County, and David Graham of that of Henderson in said State, respectfully represents that 6th day of March a d 1861 Perry Alexander of the County of Adams in the State aforesaid, commenced in this Court a suit in Chancery, which he termed a Vendors Lien against Robert Holloway. Henry M Bogges. partners in trade in the firm name of Holloway & Bogges, Elisha Elched. Anson Elched. Uri Balcom Seth Smith. William M Dodge. James F Crew Joseph Holton. Jonathan Black. Thomas

Ridgley. Elijah L. Babcock. John Babcock. Theodore Poehler. The State of Illinois, and then in the Clerk's Office of said Court filed his bill therefor, that all the proceedings that have been had in this Court in said Cause were as follows to wit. That 6th day of March A.D. 1861 Summons were duly issued in said Cause against said defendants, that on the 8th day of said month said Summons was duly returned served on said John Babcock Henry M. Boggess, Seth Smith, Elijah L. Babcock, John Babcock, Robert Holloway and Archibald J. Graham and Joseph Holton, and that said Eliza Eldred Anson Eldred James F. Owen Jonathan Black Thomas Ridgley, Theodore Parker, David Graham and William M. Dody & could not be found in said County of Warren, that 29th day of August A.D. 1861 an Alias Summons was duly issued in said Cause directed to the Sheriff of said Henderson County and on 2nd day of September thereafter returned by the Sheriff last aforesaid, served upon said David Graham, and that the other of said defendants naming them could not be found in said Henderson County, at the March term hereof and on 20th day of such month, leave was given said Holloway & Boggess by the morning of Monday thereafter to answer same

Bill. On the 6th day of April thereafter and at
term last aforesaid, leave was asked and given
into the Sheriff to amend his return, Dem
urrer was filed by said Holloway & Haggins,
to said bill. An order of publication as to
Non Residents was made, Alias Summons
was issued to the counties of Cook, Peoria,
Henderson and Sangamon, and the cause
was then continued to the next term of this
Court which was the ensuing October term
thereof, at said October Term and on 23rd day
of November thereafter a default was taken
against said Joseph Holloway, John Babcock
Elijah B. Babcock, Seth Smith and your Orators
and the case was then taken under ad
vice
ment to be decided as of that term, at this
the March term hereof and on the 17th day
of such month a Motion was made and on
19th thereof allowed to set aside the default
Entered against your Orators at the last
term hereof, and for leave to answer said
bill and file a Cross and return by Tuesday
Morning thereafter, that March 6th day a d
1861 Ed Paine made for the Clerk of the Circuit
Court of said County an Affidavit that said
Jonathan Black and James J. Owens were
Non Residents of said State which was then
filed by the Clerk of said Court, in the Clerk's
Office thereof, that Notice of the pendency of

said suit to said Owen and Black was duly published in the Monmouth Atlas a weekly Newspaper then and ever since then published in said Monmouth, and said County of Warren four weeks successively, the first of such publication bearing date August 23. 1861 and the last thereof on 23^d September thereafter a copy of which Notice and Certificate of the publisher thereof of such publication is herewith filed marked Exhibit (E) and made part of this Cross bill, all which fully appear from the Records of this Court. of the proceedings had in said Cause, that said suit was brought to obtain a decree against said Holloway & Boggers for the sum of twenty seven hundred and fifty dollars principal and interest at a balance which said Alexander by his said bill claimed to be due to him from said Holloway & Boggers on a contract of sale and Extension thereof in writing made and Extended into between them in the name of said Perry Alexander, and the firm name of said Holloway & Boggers, the first thereof on the 9th day of April A.D. 1857 and the latter on the 20th day of July A.D. 1859 for the sale by said Alexander to said Holloway & Boggers of the North East quarter of section Six, containing One Hundred and fifty four acres more

or less. and Ninety six acres more or less of the West side of the North West quarter of Section five, in Township Ten North of Range Two West, and the County aforesaid, on the terms and Conditions in said Contract and the Extension thereof stated. Copies of which are herewith filed marked Respectively Exhibits (A) and (B) and made a part of this bill. And to obtain a just and Exclusive Lien on said Real Estate for the payment of the amount aforesaid, with the interest that might accrue thereon and for such of said Alexanders Costs as might accrue in his said suit, that said bill prays as follows to wit, That the said Robert Holloway, Henry M. Rogers, State of Illinois, Elisha Eldred, Anson Eldred, Uri Balcom, Seth Smith, William M. Dodge, James J. Owen, Joseph Hottow, Jonathan Black, Thomas Ridgley, Elijah L. Babcock, John Babcock, Theodore Pochler, Archibald G. Graham and David Graham, may be made parties defendant to this your orators bill, and that a proper summons maybe duly issued out of this Honorable Court under the seal thereof, against them and that they and each of them may be required full true and perfect answers to make to this bill, and to each and every allegation thereof as fully and specially as if specially interrogated thereto, hereby Expressly waiving

such answers of said Archibald J Graham and David Graham, being under oath, and requiring that their and each of their answers be without oath, and that the amount which may be due and unpaid to your Orator of the purchase money aforesaid together with the interest accrued thereon, may be properly ascertained and that the same may be decreed to be a lien upon the real Estate aforesaid, and that all of the right title and interest of said defendants or either of them of in and to said Real Estate and premises or any part thereof may be decreed to be subject to such lien of your Orator, and your Orator also prays that said Robert Holloway and Henry M Bygges may be decreed to pay the amount thus found to be due and owing to your Orator within a short day to be named in such decree, together with legal interest thereon from the date of such decree until paid and also to pay the costs of this suit, and that in case default be made in such payment or any part thereof your Orator prays that either all the right title and interest of said defendants and each of them of in and to the same and every part thereof may be sold to satisfy said all debt and interest thereon together with the costs of this suit as to your

Honor shall seem most equitable, and that your Orator may have such other and further relief in the premises as shall seem equitable and proper and as in duty bound, your Orator will ever pray &c. Your Orators Represents that on the 21st day of April A D 1857 they purchased of said Holloway & Buggess, the Real Estate aforesaid and agreed to give them therefor the sum of ten thousand dollars ^{an} the terms and conditions of the Article of Agreement of such purchase then in writing made between them by said Holloway and Buggess in their said firm name of Holloway & Buggess and by your Orator Archibald J Graham in the name of A J Graham and by your Orator David Graham by and through Archibald J Graham his agent who executed it by signing the name of said David Graham thereto as principal thereto, and his own thereto as such agent of said David Graham signing his name thereto as such agent of said David Graham in the name of A J Graham. That a copy of such Article of Agreement is herewith filed marked Exhibit 'C' and made part of this Cross bill. That your Orators have paid said Holloway & Buggess the purchase money of the purchase last aforesaid & in full and discharge on their part of

such agreement in writing as follows to wit. On the 28th day of May a d 1858 four thousand dollars. On 19th day of April a d 1858 four thousand three hundred and sixty dollars. and on 7th day of April a d 1859 two thousand One hundred and seven dollars and fifty cents which was in full discharge of such agreement in writing on the part of your Orators, as said Hollomay & Beggess, then in their Receipts therefor in writing acknowledged, which said Receipts together with the Receipts for the two previous payments aforesaid made by your Orators was made on the back of such agreement in writing. a copy of all three of which is a part of said Exhibit (6) and made part of this Cross bill. that your Orators have paid taxes that were due the State of Illinois and said County of Warren as follows, on said Real Estate to wit. On 8th day of March a d 1858 twenty eight dollars and two and a half cents. On 25th day of July a d 1859 twenty four dollars & Sixty nine cents, on twenty third day of June a d 1860. twenty three dollars and thirty six cents, and on 22nd day of June a d 1861. twenty one dollars and seventy six cents, that said Hollomay and Beggess, nor either of them ever had any interest in said real Estate or any part thereof only what they derived from the purchase thereof from said Alexandre

which was made on the terms and Conditions
 Stated in the Article of agreement in making
 thereof first aforesaid for Six thousand dollars
 on or about 9th day of April a d 1857. And as
 your Orators are informed and believe yet
 due said Alexander then over Two thousand
 Dollars. That said Holloway & Boggess having
 failed to convey said real Estate or any part
 thereof to your Orators in accordance with
 their agreement in writing aforesaid made with
 your Orators or in any way. Your Orators to the
 March term of said Court a d 1861 on the written
 agreement last aforesaid. Commenced an action
 of Covenant against said Holloway & Boggess for
 the Non performance upon their part of the Cov-
 enants therein to have been by them performed,
 and that such proceedings were thereupon had
 that at the October term a d 1861 of said Circuit
 Court your Orators by their Consideration of
 such Court on the 28th day of November a d
 1861 recovered a Judgement against said
 Holloway & Boggess for the sum of Twelve thou-
 sand six hundred & seventy & 59/100 Dollars and
 Costs of suit for the Non performance of the Cov-
 enants aforesaid to have been performed by
 said Holloway & Boggess, all which fully app-
 ears from the proceedings and records thereof
 still remaining in full force and unpaid
 save as to the sum of three hundred and

thirty seven dollars and Eighty five cents which
 your Orators as Judgement Creditors of said
 Holloway & Bogges made thereupon by process
 of Redempting Real Estate of said Holloway & Bogges
 which had been before then sold by the Sheriff
 of the County first aforesaid by virtue of an
 Execution against them. That no appeal bond
 has been filed nor appeal taken in said Cause
 that said Judgement never has been reversed
 and that Exhibit (D) is a copy thereof and is
 herewith filed and made a part of this Cross
 bill. That said Holloway & Bogges as your
 Orators are informed and believe are and
 have been ever since before the Commencement
 of their said suit insolvent, and that the
 balance of said Judgement nor no part thereof
 can be made from them or either of them.
 That your Orators have made on said real
 Estate the following named improvements
 at the time and at the costs herein after men-
 tioned to wit. The breaking of two hundred &
 fifty acres of prairie at a cost of two dollars
 per acre. The Erection of a House at a cost
 of One Hundred and twenty five dollars and
 a stable at a cost of twenty dollars, in the
 year One thousand Eight Hundred and sixty.
 The making of Six Hundred and twenty Rods
 of fence at a cost of four hundred and Nine
 six dollars and the Erection of a Corn crib at

Cost of thirty dollars in A.D. 1861. Making the
 sum of Eleven Hundred and seventy one doll
 ars paid by your Orators for improvements
 made by them on said Real Estate. That said
 Real Estate is worth thousands of dollars more
 than the amount of the alleged claim af
 said of said Alexanders against said Holl
 oray & Boggess. That your Orators under the
 virtue of the Contract first aforesaid on or
 about 1st day of March A.D. 1861 took actual
 possession of the said Real Estate by commencing
 the Erection then on of the House aforesaid
 and that said house was finished during
 that month. That your Orators are entitled
 to the fee simple title to said Real Estate;
 Subject only to whatever claim said Alexander
 may have thereon for the remainder of the
 purchase money thereof aforesaid and
 no other. Your Orators deny that said State
 of Illinois, Elisha Eldred, Anson Eldred, Wm
 Balcom, Seth Smith, William M Dodge, James
 Owen, Joseph Holton, Jonathan Black, Thomas
 Ridgley, Elijah C Babcock, John Babcock
 and Theodore Pochler or either or any
 of them or said State of Illinois have any
 claim or claims or lien whatever on said
 Real Estate or any part thereof. That your
 Orators pray that this their Cross action
 may be adjudged in the said Comp
 — *Plaintiffs*

said suit. And that a decree may be rendered on both, as if they were one. And that a decree be rendered on both thereof in favor of said Alexander and against said Holloway and Boggess for the amount which may be due and unpaid to him of the purchase money of their purchase aforesaid of him together with such costs in the premises as your Honor may deem equitable and in favor of your Orators for the amount which may be due and unpaid to your Orators of the judgement aforesaid of your Orators against them, and such costs if any as your Honor may deem equitable defending the operation, lien & effect of so much of said decree as ^{is} in favor of your Orators until that portion thereof in favor of said Alexander is paid and satisfied and that said decree be so made a lien on said Real Estate for the payment thereof in the manner aforesaid. That your Honor if consistent with his views of the equities in the premises, give to said Holloway & Boggess a long day; if not, such an one as is, in which to pay and satisfy said decree, and to your Orators in which to pay and satisfy so much thereof as may be in favor of said Alexander. And that in case of such payment within such time & to be fixed of the amount that

may be sold said Alexander and such Coats in the premises as the Court shall direct by any person or persons that said Alexander by the decree of this Honorable Court be required within a time thereafter to be fixed by the Court to Convey to your Orators or their assigns said Real Estate with such Covenants as your Honor may direct Conveying ^{to} them the right title and interest of said Alexander, and the other defendants to said bill ~~than~~ your Orators thereto, and that in case of the failure of said Alexander so to Convey to them in such time therefore, that the County Judge of said County of Warren be by such decree required to so Convey said Real Estate to your Orators within a further time to be in such decree named therefor, that in case only that no such payment is made on such decree as that last aforesaid within the time so limited therefor, as aforesaid that such Real Estate or so much thereof as may be necessary to satisfy and decree be sold under the direction of this Honorable Court for the satisfaction of such decree. And that the proceeds of such sale be applied as follows to wit 1st To the payment of such Coats as may be directed by said decree to be paid. (2^d) To the payment of so much of such decree as may be made in favor of said Alexander, together with so much interest

as may have then accrued thereon and so much costs in the premises as may be directed by such decree. (3^d) to the payment of so much of said decree as may be made in favor of your Orators together with so much interest as may have then accrued thereon, and so much costs in the premises as may be directed in such decree, if any. (4th) And the remainder thereof after the making of such payments if any be dropped of by such decree. That your Orators have such other and further relief in the premises as to your Honor may seem equitable and proper, that said Alexander Robert Holloway Henry M. Briggs, Elisha Eldred, Anson Eldred, Uri Balcorn, William M. Dodge, James F. Owen, Jonathan Black, Thomas Ridgely, Theodore Pochler, and State of Illinois, be made defendants to this Cross bill, and that they be required separately to answer this Cross bill as fully and particularly in every respect as if specially interrogated as to every part thereof. Your Orators waive the oath of said defendants to their respective answers. and as in duty bound will ever pray &c.

Archibald Y. Graham

David Graham

By their Solicitors Harris & Glenn

State of Illinois } I Archibald Y. Graham
County of Warren } after first being duly sworn.

upon oath State on behalf of David Graham
and myself that we are the Complainants
to the foregoing bill, and that the same is
true so far as stated upon the knowledge
of such Complainants, and that he believes
the remainder thereof to be so.

A G Graham.

Subscribed & Sworn to before me
this 27th day of March A D 1862

Wm Laferty Clerk

Filed Mar 28th 1862 Wm Laferty clerk.

For Exhibits "A" & "B" to this Cross bill see
Exhibits set out in Original bill of Alexander,
Exhibit "C"

Article of Agreement made and concluded
the 21st day of April in the year of our Lord one
Thousand Eight Hundred and fifty seven. Between
Holloway and Beggors of the first part and A G
Graham and David Graham of the second part.
Witnesseth. That the party of the first part at
the request of the party of the second part and
in consideration of the money to be paid and
the Covenants as herein expressed to be per-
formed by the party of the second part. (the
prompt performance of which payments and
Covenants being a condition precedent and
time being the essence of said Condition)
Hereby agrees to sell to the said party of the

second part the North East quarter of section
Six (6) Township Ten (10) North Range Two (2)
West of the fourth principal meridian,
containing 154 acres be the same more or
less, and ninety six acres (the same land
contracted to us by Perry Alexander April 9th
57) the West part the North East quarter of
section five (5) Township ten (10) North Range
Two (2) West of the fourth principal meridian
with all the privileges and appurtenances
thereto belonging. And the said party of the
second part in consideration of the premises
hereby agrees to pay the said party of the
first part his or their Executors Administrators
or assigns at Monmouth, as follows viz four
thousand dollars on the twenty Eighth day of
May A.D. 1857, Four thousand dollars on the
Sixth day of April A.D. 1858, and two thousand
dollars on the Sixth day of April A.D. 1859, the
last two payments as per notes given bearing
date hereof with interest at the rate of six
percent per annum from date hereof to be
paid annually on the Sixth of April in each
year on the whole sum from time to time
remaining unpaid, And also, that he will
well and faithfully in due season pay or
cause to be paid all taxes and assessments ordi-
nary and Extraordinary for any purpose what-
soever levied or assessed upon the said premises or

appurtenances or any part thereof subsequent to the year 1856. But in case said party of the second part fail to pay any or all such taxes or assessments upon the said premises or appurtenances or any part thereof whenever and as soon as the same shall become due or payable and the party of the first part shall pay from time to time or at any time any or all such taxes or assessments or cause the same to be paid the amount of any and all such payments or made by the said party of the first part shall immediately thereupon become an additional Consideration and payment to be made by the party of the second part hereto for the premises herein agreed to be conveyed. And the said party of the first part further covenants and agrees with the said party of the second part that upon the faithful performance by the said party of the second part of their undertaking in this behalf of the payment of principal and interest of the sum above mentioned in the manner specified the said party of the first part shall and will without delay well and faithfully execute acknowledge and deliver in person or by attorney duly authorized to the party of the second part their heirs or assigns a deed of Conveyance of all the right title and interest of the party of the first part of in and to the

above described premises with their appurtenances, with Covenants of Warranty against any act or thing done or suffered by the party of the first part. Provided Always and these Incidents are upon the Express Condition that in case of the failure of the said party of the second part their heirs Executors administrators and assigns in the performance of all or either of the Covenants and promises on their part to be performed the said party of the first part or their legal representatives, shall have the right to declare this Contract void. and thereupon to recover by distress upon the premises or otherwise all the interest which shall have accrued upon the Contract as rent for the use and occupation of said premises and to take immediate possession thereof to regard the person or persons in possession as such termination of the Contract as tenant or tenants holding over without permission (if that should be necessary to regain the prompt possession of the premises) and to recover all damages sustained by such holding over without permission, by means of any waste committed or suffered on the premises by destruction of timber or otherwise. In Witness whereof the party of the first part for themselves and the party of the second

part in their own proper person have there
unto respectively set their hands and
seals on the day and year first above
written.

Holloway & Boggers (LS)

A Y Graham (LS)

David Graham (LS)

By A Y Graham agt.

Signed and Delivered in presence of

Received on the within bond May 28th 1858
the sum of \$4000. Holloway and Boggers.

\$4360. ⁰⁰/₁₀₀ Received Monmouth Ills April 19th
1858 on the within bond forty three hundred
and sixty dollars.

Holloway & Boggers.

\$2107. ⁵⁰/₁₀₀

Received Monmouth Illinois April 7th
1859 on the within bond, twenty one hundred
and seven dollars and fifty cents in full
payment of these within Contracts.

Holloway & Boggers.

Filed March 28th 1862.

Wm Laferty clerk

Exhibit "D"

Friday November 8th 1861.

Archibald Y Graham

+ David Graham

vs

Covenant

Robert Holloway & Henry
M Boggers, late partners by
Name & style of Holloway & Boggers. }

This day came the parties by
their attorneys, and issue being joined for trial
put themselves upon the country. Thereupon
came a jury to wit, Peter Adell, Wm H. Frantz,
James N Williams, P D Hedges, J W Brandall,
R M Hoet, S C Smith, Orrin Laphere, Henry
Keenan, James Jarbell, William Taylor, & A S
Markham, who being duly empaneled and
sworn to well and truly try the issue joined
and having heard the evidence upon their
oaths do say, We the Jury find for plaintiffs
and award their damages at the sum of
(\$12670.59) Twelve Thousand Six hundred
and Seventy dollars and fifty nine cents.
Thereupon came defendants and entered
their motion for a new trial.

And Afterwards, to wit, on the 22^d day of
November a d 1861, the following order
was made to wit,

Archibald G Graham
& David Graham

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vs

Robert Holloway & Henry M
Boggers by name & style of
Holloway & Boggers }

Covenant.

This day this cause coming on to a hearing on the defendants motion for a new trial herein, which motion is overruled by the Court, and the Verdict of the Jury is the Judgement of the Court. Therefore it is considered by the Court that said plaintiff have and recover of and from the said defendants the sum of twelve thousand Six Hundred and seventy dollars and fifty nine cents (\$12670.59) the amount so found by the Jury aforesaid, together with their Costs by them in this suit Expended, And may have Execution therefor. There upon came the defendants and they an Appeal to the Supreme Court, which is allowed by the Court upon the said defendants entering into bond in the sum of twenty five thousand dollars, with security to be approved by the clerk of this Court, by the agreement of the parties herein bond and bill of Exceptions to be filed in ten days.

State of Illinois ss. I *Wm Lafayette* Clerk of the Warren County & Circuit Court in and for said County do certify that the above and foregoing is a true copy of the Record of the Judgment in the foregoing case as the same appears from the Records of my Office. In Witness Whereof I have

herunto set my hand and affixed the seal of our said Circuit Court at my office in Waukegan this 26th day of March A.D. 1862.

(Seal) Wm Laferty Clerk
Filed March 28th 1862. }
Wm Laferty Clerk }

And afterwards to wit on the 4th day of April A.D. 1862 the following order was entered upon the Records of our said Court. which is in the words and figures following to wit.

Perry Alexander

vs

Robert Holloway et al.

} Vendors Lien.

Now on this day came the plaintiff and the said John Babcock, Elijah C. Babcock, Seth Smith, Joseph Holton, Jonathan Black, James J. Owens being three times solemnly called came not nor any person for them to defend this suit, but they make default. And on Motion it is ordered that the bill be dismissed as to Elisha Eldred, Anson Eldred, Uri Balcom, Wm M. Dodge, Thos Ridgley, Theodore Pochler, & the State of Illinois.

Demurrer to Cross Bill

State of Illinois } ss. In Circuit Court of the
Warren County } March Term A.D. 1862
Perry Alexander vs Robert Holloway et al.

Petition for Vendors Lien.

The Demurer of Robert Holloway one of the defendants to the Cross bill of Archibald J. Graham and David Graham. This defendant by protestation, not confessing or acknowledging all or any of the matters and things in and by said Cross bill set forth, to be true in manner and form as the same are therein set forth and alledged says that he is advised that there is no matter or thing in the said Cross bill contained good and sufficient in law to call this defendant in question in this Honorable Court for the same, but that there is good cause of Demurer thereunto, and therefore this defendant says that the said Cross bill in case the allegations therein contained were true, which this defendant doth in no sort admit, contains not any matter of equity wherein this Court can ground any decree, or give the said Complainants in said Cross bill any relief or assistance, as against him this defendant. Wherefore and for divers other Errors and imperfections in the said Cross bill appearing, this defendant doth demur in law thereunto, and humbly demands the judgment of this Honorable Court, whether he shall be compelled to put in any further or other answer to said Cross bill. And humbly pray to be hence dismissed

with his reasonable costs in this behalf most
wrongfully sustained.

Chas Jameson
Filed Apr 1st 1862. } Sol for Robert Holloway.
Wm Laferty cc 10 }

Answer of Holloway & Boggess to Cross bill
State of Illinois 3 ss. In Circuit Court.
Warren County } Of the March Term ad 1862.

Perry Alexander } Vendors Lien.
vs } The Answer of Robert
Robert Holloway et al } Holloway to the Cross bill
of Archibald J Graham &
David Graham filed in the above cause this
defendant saving & reserving now and at
all times hereafter to himself all and all
manner of benefit and advantage of Exem-
ption or otherwise which can or may be had
or taken to the many errors uncertainties
and imperfections in the said Cross bill
contained for answer thereto says that
it is true that the said Perry Alexander
did on the 6th day of March ad 1861 Com-
menced a suit in Chancery termed a
Vendors Lien against this defendant and
others and filed his bill therefor in the Clerk
office of the said Court as stated in the
said Cross bill. that he believes that the

proceedings that have been had in said cause are correctly set out in said Cross bill, that said suit was brought to obtain a decree against this defendant & Henry M Boggess for the sum of twenty seven hundred & fifty dollars principal and interest which the said Alexander by his said bill claimed to be due him from this defendant and the said Boggess on a Contract of sale and Extortion thereof in writing as stated in said Cross bill, and to obtain a joint and Exclusive lien on the Real Estate set out in said bill for the payment of the amount due on said Contract together with the interest which might accrue thereon as stated in said Cross bill. that he believes that the said Alexander in his said bill prayed as stated in said Cross bill. This defendant denies that on the 21st day of April A.D 1857 the said Archibald J Graham & David Graham purchased of this defendant and the said Boggess the said Real Estate set out in said Cross bill or agreed to give therefor the sum of Ten Thousand Dollars or any other sum on the terms and conditions of the said alleged Article of agreement of such purchase in writing between the said Holloway & Boggess and the said Archibald J Graham and David Graham as set out in said Cross bill

This defendant denies that the said Archibald Y and David Graham have paid this defendant & the said Boggers the said purchase money or any part thereof of the alleged purchase in full discharge of their alleged agreement as charged in said Cross bill. He denies that the said Archibald Y Graham & David Graham did on the 28th day of May A D 1858 or at any other time pay the sum of four thousand dollars or any other sum or on the 19th day of April A D 1858 or at any other time the sum of four thousand dollars three hundred and sixty dollars or any other sum, or on the 7th day of April A D 1859 or at any other time the sum of two thousand one hundred & seven dollars and fifty cents, or any other sum, in full discharge of such alleged agreement in writing on the part of said Archibald Y & David Graham, or that the said Holloway & Boggers acknowledged the Receipt thereof or of any sum, in writing on the back of such alleged agreement as charged in said Cross bill, he denies that the said Archibald Y & David Graham have paid taxes due the State of Illinois, and the County of Warren on said Real Estate to wit on the 8th day of March A D 1858, Twenty Eight dollars & ten & one half cents. On 20th day of July A D

1... 201 at a cost of four hundred & Ninety Six
1859. Twenty four dollars and sixty seven cents
on the 23^d day of June a.d. 1860. twenty three
dollars and thirty six cents. on 22^d day of June a.d.
1861 twenty one dollars & seventy six cents, or any
part thereof as charged in said Cross bill, he
admits that this defendant & the said Bogges
Nor either of them never had any interest
in said Real Estate or any part thereof
what they derived from the purchase thereof
from the said Alexander which was made
on the terms & conditions stated in their
said Articles of agreement with the said
Alexander aforesaid on or about the 9th day
of April a.d. 1857. and that there is yet due
on said agreement over ten thousand dollars
as stated in said Cross bill. He admits that
the said Holloway & Bogges having failed
to convey said Real Estate to said Archibald
Y & David Graham that the said Graham
did at the March term a.d. 1861 of this Court
Commence an action of Covenant against
the said Holloway & Bogges for the nonperform-
ance of their part of said alleged agreement,
and that such proceedings were had at the
October Term a.d. 1861 of said Court that on the
22^d day of November a.d. 1861. the said Archibald
Y & David Graham recovered a Judgement
against the said Holloway & Bogges for the
sum of twelve Thousand Six Hundred & Seventy

\$59/100 dollars & costs of suit therein, as stated in
said Cross bill. And that said Judgment remains
in full force and effect and unpaid Except
a certain sum which the said Archibald
J. David Graham made thereupon as Judgment
Creditors of the said Holloway & Boggers by red-
eeming real Estate of said Holloway & Boggers
which had before that time been sold by the
Sheriff of Warren County on an Execution
against them, but the Exact Amount which
has been made on said Judgment this def-
endant cannot state, and demands full
proof of said amount. He admits that no
appeal bond has been filed or appeal taken
in said Cause & that said Judgment has never
been reversed. He denies that this defendant
and the said Boggers are or have been since
before the Commencement of said first insol-
vent or that the balance of said Judgment
cannot be made from them as charged in
said bill. He denies that the said Archibald
J. Graham & David Graham have at any time
made the following improvements, or any of
them or any part thereof on said real Estate, to wit
the breaking of two hundred & fifty acres of prairie,
at the cost of two dollars per acre. The Erec-
tion of a House at the cost of One Hundred & twenty
five dollars. A Stable at a cost of twenty dollars.
The making of Six hundred and twenty Rods of

fence at a cost of four hundred & Ninety Six
 dollars. the Erection of a corn crib at a cost of
 thirty dollars, as charged in said Cross bill or
 that the said Archibald G Graham & David
 Graham have paid the sum of Eleven Hundred
 & Seventy one dollars or any other sum for impr-
 ovements on said Real Estate. He admits that
 the said Real Estate is worth thousand of dollars
 more than the alleged claim of the said Alex-
 ander against this defendant & the said Boggers.
 He denies that the said Archibald G Graham
 & David Graham, under & by virtue of their
 said alleged Contract, took actual possession
 of said Real Estate on or about the 1st day of
 March A D 1860 or at any other time by the
 Erection of a house therein, or in any
 other manner as charged in said Cross bill
 He denies that the said Archibald G
 Graham & David Graham are entitled to
 the title to said Real Estate subject only
 to whatever claim the said Alexander may
 have thereto for that remainder of the
 purchase money thereof, but claims that
 the said Archibald G Graham & David
 Graham have released & waived whatever
 claim they might have had under & by
 virtue of their alleged agreement, by
 bringing the said suit in Cross bill on
 said agreement as aforesaid, and that

they have ~~now~~ no claim whatever to said
 Real Estate. This defendant further states
 that on or about the 25th day of October A.D.
 1860. the said defendant Henry M Boggers
 sold to this defendant all his right & int
 erest in its said Real Estate, and that he
 is now the sole owner thereof and claims
 that his rights may be protected therein.
 This defendant denies that the said State
 of Illinois, Elzha Eldred, Anson Eldred, Uri
 Balcom, Seth Smith, William M Dodge,
 James J Owen, Joseph Holton, Jonathan
 Black, Thomas Ridgley, Elijah B Babcock
 John Babcock, Theodore Pochler Archibald
 J Graham, David Graham & Henry M Boggers
 nor either or any of them have any claims
 or lien whatever to said Real Estate or any
 part thereof. And this defendant denies
 all and all manner of unlawful Comb
 inations &c. without this that there is
 any other matter cause or thing in said
 Cross bill contained material or necessary
 for this defendant to make answer unto &
 not herein and hereby well and sufficiently
 answered, Confessed, Traversed and avoid
 ed or denied is true to the knowledge or
 belief of this defendant, all of which mat
 ters and things. This defendant is ready and
 willing to aver and maintain and prove as

This Honorable Court shall direct and pray
to be dismissed with his reasonable costs
and charges &c.

Robert Holloway

By Chas Jameson his Sol.

And the said defendant Henry M Boggess
comes pray that he be allowed to adopt
the above answer of Robert Holloway to said
Cross bill as his own.

Henry M Boggess.

By Chas Jameson his Sol.

Filed Apr 4th 1862

Wm Laferty cllr

Perry Alexander's Answer to Cross Bill.

Archibald Graham

& David Graham

vs

Perry Alexander et al.

} Warren Circuit Court.

} March 3 1862

} In Chancery.

} Cross bill.

The Answer of Perry Alexander
to said Cross bill of Archibald Graham. This def
endant reserves to himself all manner of
Exception to said Cross bill, and says that it
is true that he commenced said action in
Chancery in this Court for a vendors lien upon
said land therein described against said
Holloway & Boggess and the other parties men
tioned & set forth in said Cross bill & filed his
bill therefor at the term mentioned in said
Cross bill & that Summons was issued thereon

& publication made as alleged in said Cross
bill and he admits that the proceedings
thereafterwards as well as before took place
in said Cause as alleged in said Cross
bill. That said suit was brought for the
purpose mentioned & set forth in said Cross
bill and for the amount therein mentioned
with interest thereon to wit \$2750. "all of
which this defendant claims & is ready to prove
is still due & owing together with the interest
thereon. This defendant admits that said Holl
oway & Boggess sold said land to said Archibald
J. Graham & David Graham at the time & in the
manner set forth in said Cross bill & he is inf
ormed & believes it to be true that they paid
said Holloway & Boggess in full for the same
in the manner & form as stated in said bill
That said Grahams have paid the taxes on said
land but have also had the use & occupation
of the same & rents & profits thereof for the
last 4 years or nearly four years which were
of the value of Seventeen Hundred dollars whi
ch greatly exceeds the amounts of said taxes
& all the value of improvements made thereon
by said Grahams on said land. he admits that
said Holloway & Boggess had no interest on
said land except what they derived from
this defendant under said Contract & the
terms therein stated. he admits that said

the Plaintiff should have at and to the
Action of Covenant was commenced by said
Grahams against said Holloway & Boggess in
manner as stated in said Cross bill. And that
said Judgement was recovered as therein
stated, and that no appeal bond was filed
by said Holloway & Boggess. This defendant
admits the present insolvency of said Holloway
& Boggess but whether they were at the time
of the Commencement of said suit of Covenant
insolvent. This defendant has no information
knowledge or belief but he is informed that
in fact the said Grahams have made a small
amount of said Judgement out of the property
of said Holloway & Boggess, but how much this
defendant is not now informed which was
made out of property which had been before
that time sold an Execution & redeemed by
said Grahams. This defendant has no knowledge
as to said improvements, but is informed that
said Grahams have done some breaking on the
said land, but how much he is not informed
and as to said House & Stable & Corncrib he
has no knowledge information & belief, and
as to said fence he has no actual knowledge
but he is informed & believes the same to be
true that said Grahams have made some
fence on said land but as the amount or
worth of the same this defendant has no
knowledge information or belief. This def
-endant

denies however that said land is now worth more than his said alleged claim against the same. This defendant admits that said Grahams took possession of said land but whether in the manner stated in said Cross bill he has no knowledge information or belief. he denies however that they took possession of the same at the time alleged in said Cross bill. but alleges that it was long before that time to wit in the Spring of 1857. This defendant says that as to said Eldred & al ~~not~~ having any claims upon said land that they have no other claim upon the same except as Judgment Creditors of said Holloway & Boggess. that as to said Grahams having any other claim on said land except as Judgment Creditors of said Holloway & Boggess this defendant has no opinion, that being a legal question which this defendant is not now prepared to answer. but if they are only entitled as Judgment Creditors then this defendant says that the People of the State of Illinois have a prior equity & claim by virtue of a judgment obtained in their favor in the Supreme Court of Illinois at January term 1860 for about \$25000 dollars against said Holloway & Boggess & others, which proceedings were commenced in said suit December 1, 1859 & which

Judgment remains unpaid & unsatisfied.
 He admits that said Holloway & Baggins
 failed to convey said land to said Grahams,
 And having fully answered in the premises
 this defendant prays to be dismissed
 from said Cross bill with his costs &c.

Perry Alexander

By A G Kirkpatrick Whiaty,

Filed April 4th 1862

Wm Laferty cllk. }

Replication of Grahams to Alexanders Answer.

State of Illinois. } ss. The Replication of Archibald
 County of Warren } build Y Graham & David

Graham Complainants in said
 Cross bill to the answer of Perry Alexander,
 defendant in Cross bill. These Repliants saving
 and reserving unto himself all and all man-
 ner of advantage of Exception to the man-
 ifest insufficiencies of the said answer for
 Replication thereunto saith that they will
 aver and prove his said bill to be true
 certain and sufficient in the law to be
 answered unto, and that the said answer
 of the said defendant is uncertain and
 insufficient to be replied unto by these
 Repliants, without this that any other
 matter or thing whatsoever in the said
 answer contained material or effectual
 in the law to be replied unto conferred &

avoided traversed or denied is true, all other
matters and things these repliants are ^{and} will
be ready to aver and prove as this Honorable
Court shall direct and humbly pray as and
in and by the said Cross bill they have
already prayed. A. Y. Graham
David Graham

Filed } Per Harris & Glenn their Sols.
Apr 4th 1862 W. Laferty clk

Replication of Grahams to Holloways Answer to Crossbill

State of Illinois ss. The Replication of Archib
County of Warren } and Y. Graham and David
Graham to Robert Holloways
Answer to the Cross bill of the said Grahams, the
Repliants saving and reserving unto themselves
all and all manner of advantage of Exception to
the manifold insufficiencies of the said answer,
for Replication thereunto saith that he will
aver and prove his said bill to be true certain
and sufficient in the law to be answered unto
and that the said answer of the said defendant
is uncertain untrue and insufficient to be
replied unto by these Repliants without this
that any other matter or thing whatsoever in
the said answer contained material or effect
ual in the law to be replied unto confessed
and avoided traversed or denied is true, all

which matters and things these Repliants are
and will be ready to aver and prove as this
Honorable Court shall direct, and humbly
pray as in and by their said bill they have
already prayed.

Attest Graham

David Graham

Per Harris & Glenn their Solos.

Filed Apr 4. 1862

Wm Luferty ctd

Replication of Grahams to Boggers Answer.

State of Illinois } ss. The Replication of Archib
County of Warren } and of Graham & David
Graham, Complainants in
Crossbill to the Answer of Henry M Boggers def
endant. These Repliants saving and reserving
unto themselves all and all manner of advantage
of Exception to the manifest insufficiency
of the said Answer of Replication they would say
that they will aver and prove their said bill
to be true certain sufficient in the law to be
answered unto and that the said answer
of the said defendants is uncertain and
uncertain and insufficient to be replied unto by
these Repliants. Without this that any other
matter or thing whatsoever in the said
Answer contained material or effectual
in the law to be replied unto conferred and

avoided traversed or denied is true, all which matters and things these Repliants are and will be ready to aver and prove as this Honorable Court shall direct, and Humbly prays as in and by their said Cross bill they have already prayed.

At Graham, David Graham
Per Harris & Glenn their Solrs.

Filed April 4th 1862.

Wm. Laferty cllr

Reference to Master.

Perry Alexander

} Warren Circuit Court.

} March 7. 1862

or
Robert Holloway et al

} In Chancery.

And now at this time comes

the said Complainant & it appearing to the satisfaction of the Court that the defendants were duly notified of the pendency of this suit, by service of process on the Resident defendants & by advertisement duly published as to the nonresidents defendants, & the defendants John Babcock, Elijah C. Babcock, Seth Smith, Joseph Holton, Jonathan Black & James F. Oran, being three times solemnly called came not, but make default. It is therefore ordered & decreed that said bill of Complaint & the matters & things therein contained be taken & considered as confessed against said Defendants, And it further ordered by the Court that the

"Cause" referred to the Master in Chancery
of this Court & that he Examine the same
& take the proof & report the same to this
Court &c.

Filed April 4th 1862 C. B. Lawrence
Wm Laferty c. 10 }

Report of Master.

State of Ill. }
Warren County }

In Warren Circuit Court
March Term A.D. 1862

Perry Alexander } Vendors Lien.
vs } & James P Irvine
Robt Holloway et al. } Master in Chancery to
whom this cause was
referred by the decree of this Court & read
and herein at this present term to ascer-
tain compute and report the amount due
on said Contracts mentioned in said bill
of Complaint. Would Report that I have computed
the same and found due thereon from said
defendant Robt Holloway & Henry M Briggs
to said Complainant Perry Alexander for
principal and interest to be three thousand
One Hundred and 49/100 Dollars (\$3101.49/100)
4th day of April A.D. 1862. fees \$2.00

James P Irvine M.C.
Filed Apr 4th 1862 } for M.C.
Wm Laferty c. 10 }

"Decree of Sale"

Perry Alexander.

State of Illinois

vs

Warren Circuit Court

Robert Holloway, Henry M Bogges } McH 7/8/2
John Babcock, Seth Smith, Elijah } In
L Babcock, Archibald G Graham } Chancery.
David Graham, Joseph Holton, Jon }
-athan Black, James F Owens }

And now at this time this came
coming on to be heard upon the coming in
of the Report of the Master in Chancery, and
the Court having Examined the bill of said
Complainant and the answers of said Archi-
bald G Graham & David Graham and said
Holloway & Bogges a part of said defendants
thereto and the Replications of said plaintiff
to each thereof, and on the Cross bill of said
Archibald G Graham & David Graham filed
therein against said Alexander, Holloway Bog-
ges, Elmer Eldred, Anson Eldred, Uri Balcom
Dodge, Owen, Black, Ridgley, Pochler & the State
of Illinois as defendants thereto and on the
Answers of said Holloway & Bogges & Alexander
thereto, and on the Replication of said
David Graham & A G Graham to the answers
last aforesaid, as well as his proofs taken
before the Master in Chancery, and it app-
earing to the satisfaction of the Court that
said Perry Alexander did Contract with said

Robert Holloway & Henry M. Boggess to sell them the North East quarter of section six, containing One Hundred and fifty four acres more or less, and Ninety six acres more or less off of the West side of the North West quarter of section five, all in Township Ten North of Range Two West of in said county of Warren & State of Illinois, upon which said Contract there remains due & unpaid the sum of thirty one hundred dollars & forty nine cents being the principal & interest still owing said Complainant upon the Contract of the sale of said land as aforesaid from them. It is therefore Ordered & decreed by the Court that said Holloway & Boggess shall within (90) Ninety days from the date of this decree pay to the said Complainant the said sum of money so found due him upon said Contract, with interest at the rate of six percent per annum from date together with the Costs of this suit, and that in default thereof the Master in Chancery be required to sell said land at public vendue to the highest best bidder for cash after advertising the time & place of such sale at least 20 days before such time of such sale in the Monmouth Review, and thereupon said Master in Chancery shall make a good & sufficient deed to the purchaser or purchasers thereof conveying all the

title which said Complainant has in said land
 and all the equity of redemption which said
 defendants or either of them may have in said
 land and all claim which they may have therein
 and with the proceeds of such sale the said Master
 shall first pay to the said Complainant the
 said sum of money so found due him as
 aforesaid together with the interest and the
 costs of this suit. and it is further ordered
 that if said Grahams become the purchasers
 at such sale that the Master shall bring the
 due into Court to be delivered to them upon
 complying with the further order of this Court
 in the premises. And if any other person or
 persons should become the purchasers then
 the residue of the money is to be brought into
 this Court to be appropriated under the order
 of the Court & Provided further that the bid
 of said Grahams at the sale be made & given
 & received by the Master over & above said
 Complainant's debt & costs of this suit as costs,
 and Provided further that if said Holloway &
 Beggess shall pay said Complainant said
 debt & interest before the expiration of said
 90 days & the date sale of said premises
 by the Master, & the costs, said Complainant
 shall convey to said Grahams within 60 days
 thereafter according to the terms of said
 Contract & provided further that said Grahams

shall first satisfy said Judgement against
 Holloway & Briggs. Or it is further provided
 that said Graham may pay said Compl-
 -aint his said debt interest & costs, and
 thereupon said Complainant shall make
 a deed as aforesaid to them and deliver
 the same, provided the said Graham
 first enters satisfaction of all such Jud-
 gment save the amount he may have paid
 Alexander as aforesaid for his debt and
 interest & costs he may have paid in the
 premises. And it is further ordered &
 decreed by the Court that in case the
 said Graham should refuse to except
 the residue of the money to be obtained
 from the sale of said land as aforesaid
 with the said conditions & provisions
 in this decree mentioned then the Master
 in Chancery is ordered after paying said
 Complainant as aforesaid & the costs
 herein to bring the residue of the money
 into Court to be appropriated according
 to equity & justice at the next term of
 this Court to which time this cause
 stands continued. April 5th 1862.

C. B. Lawrence

Filed April 5th 1862

Wm. Laferty cler. }

"Publication Notice"

Masters Sale.

State of Illinois. Warren County ss.

Warren Circuit Court March

Perry Alexander } Term a d 1862
vs }
Robert Holloway. Henry M. Boggess. John Babcock

Seth Smith. Elijah C. Babcock. Archibald Y.
Graham. David Graham. Joseph Holton. Jonathan
Black and James F. Owens.

Notice is hereby given that by virtue
of the decree made in the above entitled cause
at said term of said Court in favor of said
Complainant and against said defendants
I shall on Friday the 1st day of August a d 1862
at the front door of the Court House in the
City of Womwath in said Warren County between
the hours of 9 o'clock in the forenoon and 5 o'clock
in the afternoon of said day of sale, sell
at public vendue to the highest bidder for
cash in hand the following described land to wit
The North East quarter of section Six (6) containing
One Hundred and fifty four (54) acres more or less
and ninety six (96) acres more or less off the
West side of the North West quarter of section
five (5) all in Township Ten (10) North of Range
Two (2) West in said County of Warren and
State of Illinois. And upon purchase being
made I shall execute to the purchaser or pur-

thereof added for said premises according
to law. Given under my hand at said
City of Monmouth this 11th day of July A.D. 1862.
July 11th 1862.

J P Irvine.

Master in Chancery.

I A H Srain Publisher of the Monmouth
Review a weekly paper published in the
City of Monmouth Warren County Illinois do
hereby certify that the annexed advertise-
ment was published four successive weeks
in said paper. the first publication bearing
date July 11th 1862

Printers fees \$6.00

A H Srain

Rec^d Payment By S Ward Smith.

Report of Sale & Deed.

State of Illinois } ss. Warren Circuit Court.
Warren County } Oct Term A.D. 1862

Perry Alexander } Chancery.

vs }
Robt Holloway et al } To the Hon Chas B Lawrence
Judge of said Court.

I James P Irvine Master in
Chancery in and for said County Respectfully
Report to your Honor that under and by virtue
of and in pursuance of the decree of said
Court in said Cause I did on the 11th day of
July A.D. 1862 give Notice as I was required
to do in said decree by posting the same in

four of the most public places in said Warren
 County and publishing the same in the Monmouth
 Review a weekly newspaper published in said
 County for four successive weeks before said
 day of sale, as will more fully appear by the
 printers Certificate of Publication hereto attach-
 ed. That I did on the 1st day of August A.D. 1862
 between the hours of 9 o'clock A.M. and 5 o'clock P.M.
 of said day, at the front door of the Court
 House in said County by virtue of said decree
 and in pursuance of said Notice sell at
 public vendue the following described land
 to wit. The North East quarter of section Six (6)
 Containing One Hundred and fifty four (54)
 acres, more or less. and Ninety six (96) acres
 more or less off the West side of the North West
 quarter of section five (5) all in Township Ten
 North of Range Two (2) West in said County of
 Warren and State of Illinois to William Laf-
 erty for the sum of Eighteen Hundred dollars
 (\$1800.) for the first of said tracts of land &
 also the further sum of fourteen Hundred,
 seventy one dollars & 70 cents (\$1471.70) for
 the second of said tracts of land, in all the
 sum of thirty two hundred seventy one dollars
 & seventy cents (\$3271.70) which being the
 highest and best bid, made for said tracts of
 land, for which in accordance with and by
 virtue of said decree I executed and delivered

to the said Williams Laferty and conveying to the said Laferty his heirs and assigns all of the right title and interest and all the equity of redemption which the said Robt Holloway, Henry M Boggers et al had to the said tracts of land. That from the proceeds of said sale I paid the costs of this suit and the Expenses of said sale amounting to one hundred & nine dollars & 20 cents. Second I paid to the said Complainant Perry Alexander the amount of his debt & interest being the sum of thirty one hundred sixty two dollars and fifty cents (\$3162.50) for which I took his Receipt which is herewith attached and marked Exhibit "A" and that there is no proplus money to bring into court.

James P Irvine MC
 Filed Nov 14. 1862 } for Warren County,
 Wm Laferty clerk }
"Exhibit A"

\$3162.50/100 Monmouth Ill Aug 1st 1862

Recd of James P Irvine Master in Chancery in and for the County of Warren the sum of thirty one hundred sixty two dollars and 50¢ being the amount due the undersigned for debt & interest decreed in his favor vs Holloway et al. in the Warren Circuit Court State of Illinois rendered at March Term a d 1862

Perry Alexander.
 (Filed Nov 14. 1862 Wm Laferty clerk)

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Deed from Master J. William Laferty.

This Indenture made and Concluded this
5th day of August A.D. 1862 Between J. P. Irvine
Master in Chancery in and for the County of
Warren and State of Illinois of the first part
and William Laferty of said County & State
of the second part Witnesseth That Whereas
at the Warren County Circuit Court March
Term thereof A.D. 1862 the following among
other proceedings were had and done to wit
State of Illinois }
Warren Circuit }
Court March 1 1862 }

Perry Alexander

vs In Chancery.

Robert Holloway. Henry M. Boggers John Bab-
cock. Seth Smith. Elijah B. Babcock. Archib-
ald G. Graham. David Graham. Joseph Hollow.
Jonathan Black. James F. Owens.

And now at this term this cause
coming on to be heard, upon the coming in
of the report of the Master in Chancery. and
the Court having Examined the bill of said
Complainant. and the answer of the said
Archibald G. Graham and David Graham said
Holloway & Boggers a part of said defendants
thereto. and the Replication of said plaintiffs
each thereof and on the cross bill of said

Archibald Graham & David Graham filed
 therein against said Alexander. Holloway
 Boggers, Elisha Eldred, Anson Eldred, Uri
 Balcom, Dodge, Owens, Black B. Ridgley, Pochler
 & the State of Illinois as defendants thereto
 and on the answer of said Holloway Boggers
 & Alexander thereto, and on the replication
 of said David Graham, and A. J. Graham to
 the answer last aforesaid as well as his
 proofs taken before the Master in Chancery
 and it appearing to the satisfaction of the
 Court that said Perry Alexander did contract
 with said Robt Holloway & Henry M Boggers
 to sell them the North East quarter of section
 Six, containing one hundred & fifty four acres
 more or less, and ninety six acres more or
 less off of the West side of the North West
 quarter of section five, all in Township Ten
 (10) North of Range Two West in said County
 of Warren and State of Illinois upon which
 said Contract there remains due & unpaid
 the sum of thirty one hundred dollars & forty
 nine cents being the principal and interest
 still owing said Complainant upon the
 contract of the sale of said land as aforesaid
 from them. It is therefore ordered and
 decreed by the Court that said Holloway
 and Boggers shall within (90) ninety days
 from the date of this decree pay to the

said Complainant the said sum of money
so found due him upon said Contract,
with interest at the rate of six per cent
per annum from date together with the
Costs of this suit, and that in default
thereof, the Master in Chancery be required
to sell said land at public vendue to the
highest & best bidder for cash after adver-
tising the same & place for said sale at
least twenty days before said time of said
sale in the Monmouth Review and thereupon
said Master in Chancery shall make a good
& sufficient deed to the purchaser or purchasers
thereof conveying all the title which said
Complainant has in said land, and all the
Equity of Redemption which said defendants
or either of them, may have in said land,
and all claims which they may have therein
and with the proceeds of said sale the said
Master shall first pay to said Complainant the
said sum of money so found due him as
aforesaid, together with the interest & the
Costs of this suit. And it is further order-
ed that if said Graham, become the purch-
aser at such sale, that the Master shall
bring the deed into Court to be delivered
to them upon complying with the further
order of this Court in the premises and
if any other person or persons should become

the purchaser or purchasers the residue of the
 money is to be brought into this Court to be
 appropriated under the order of this Court.
 & provided further that the bid of said Graham
 at the sale be made & given & received by the
 Master over & above said Complainant's debt &
 costs of this suit as cash, and provided
 further that if said Holloway & Bogges
 shall pay said Complainant said debt &
 not before the Expiration of said 90 days
 & the sale of said premises by the Master &
 the costs, said Complainant shall convey
 to said Graham within sixty days thereaf-
 ter according to the term of said Contract
 & provided further that said Graham shall
 first satisfy said Judgment against Holloway
 & Bogges, or it is further provided that
 said Graham may pay said Complainant
 his said debt & costs, and therefor said
 Complainant shall make a deed as aforesaid
 to them and deliver the same provided the
 said Graham first enter satisfaction of all
 such Judgment save the amount herebefore
 paid Alexander as aforesaid for his debt &
 interest & costs, he may have paid in the
 premises. And it is further ordered & dec-
 eed by the Court that in case the said
 Graham should refuse to except the resid-
 -ue

of the money to be obtained from the sale of said land as aforesaid with the said Condition & provisions in the decree mentioned, then the Master in Chancery is ordered after paying said Complainant as aforesaid the Costs herein to bring the residue of the money into Court to be appropriated according to equity & justice, at the next term of this Court to which time this case stands continued, April 5th 1862

C B Lawrence.

And whereas the said Holloway & Boggers & A G Graham & Daniel Graham not having complied with the Conditions or stipulations in said decree mentioned & recited aforesaid nor by any person or persons for them. I James P Irvine Master in Chancery did on the 11th day of July A D 1862 according to said decree advertise for three successive weeks Notice of said sale in the Monmouth Review and in accordance with said Notice I did on the 1st day of August A D 1862 sell at the front door of the Court House in said County of Warren and State of Illinois between the hours of 9 o'clock A M & 5 P M the following described tracts of land to wit. The North East quarter of section Six (6) Containing One Hundred & fifty four (154) acres more or less. and that William Laferty bid the sum of Eighteen

Hundred dollars (\$1800) therefor, also Ninety
 Six (96) acres more or less off the West end
 of the North West quarter of section five
 (5) all in township 10 N 2 W for which said
 William Laferty bid the sum of fourteen
 Hundred seventy one dollars & 70 cts (\$1471.70)
 all of said lands situated in the County of
 Warren and State of Illinois which being
 the highest and best bids made for said
 lands were by me at that time stricken
 off and sold to the said William Laferty.
 Now therefore James P Irvine Master in Cham-
 cery in and for said County of Warren in the
 State of Ills. and party of the first part to this
 Indenture in consideration of the said agree-
 gate sums of money to wit, the sum of three thousand
 and two Hundred & seventy one & 70/100 Dollars
 (\$3271.70) and by force of the Statute in such
 cases made and provided, and by virtue
 of said decree, and the actings & doings
 thereunder do sell release quit claims con-
 vey & confirm unto the said William Laferty
 his heirs & assigns all the right title and
 Interest together with all equity of redemption
 which the said Robert Holloway, Henry M Briggs
 esq, Archibald G Graham David Graham and
 Perry Alexander and each and all of said
 defendants had to the following described tracts
 of land to wit, the North East quarter of section

Six, Containing an hundred & fifty four acres more or less, also Ninety six acres more or less off the West side of the North West quarter of section five (37) all in Township Ten (10) North of Range One West in the County of Warren and State of Illinois. Together with all and singular the rights privileges and appurtenances thereto belonging. I Have and I Hold the aforesaid premises to the said William Laferty his heirs and assigns forever. In Testimony Whereof I James P Irvine Master in Chancery as aforesaid have hereunto set my hand and seal the day and year first above written.

J P Irvine LS/
Master in Chancery for

State of Illinois	}	Warren Co Ills.
Warren County		I Philo E Reed Notary Public
City of Monmouth		for the City of Monmouth in said County & State do hereby

Certify that on this day personally appeared before me James P Irvine Master in Chancery in and for said County of Warren, whose name appears subscribed to the foregoing deed of Conveyance and who is personally known to me to be the identical person whose name is subscribed to said deed as having Executed the same as Master in Chancery and acknowledged the same for the uses & purposes therein expressed, and that the words "last aforesaid" said "said debt & debt" and each and all of said def.

"Nor by any persons or persons" for them "Notice of,"
 "adlin township 10 N 2 W" "No Hundred" & his
 heirs & assigns" were all interlined before
 he signed and acknowledged the same.
 Given under my hand and seal Notarial
 this 5th day of August A D 1862.

(Seal)

Philo E Reed N.P.

And afterwards to wit on the 10th day of November A D
 1862 the following order was Entered upon the Records
 of said Court, which Reads as follows to wit.

Perry Alexander } Now on this day defendant
 vs } Robert Holloway by attorney
 Robert Holloway et al } and enters his motion to set
 aside the Masters Report
 made herein at last term, and the decree
 of sale and also the sale made under said
 decree. After hearing the same the Court
 Overrules said Motion's. Thereupon defend-
 ant Robert Holloway prays an appeal to the
 Supreme Court which is allowed by the Court
 upon the said defendant entering into
 bond Conditioned according to law in the
 penal sum of four thousand five hundred
 dollars with security to be approved by the
 Clerk of this Court by consent & agreement of
 parties bond and bill of Exceptions to be filed
 in thirty days from this date.

Decree Confirming Sale & Deed.

State of Illinois }
Warren County }

Perry Alexander

vs

Robert Holloway, Henry M. Bogges, John
Babcock, Seth Smith, Elijah Le Babcock
Archibald G. Graham, David Graham, Joseph
Holton, Jonathan Black & James J. Owens.

In the Warren Circuit
Court. October Term
a d 1862. In Chancery.

And Now Upon this coming in of
the Report of the Master in Chancery in regard
to the sale of the said land mentioned &
described in the decree made at last term
of this Court and his proceedings in regard
to the same, and it appearing to the Court
that said Master did follow the decree
of this Court in regard to said sale, the
appropriation of the proceeds of such
sale, and the deed made under said sale
to the purchaser at such sale William Laferty
and said deed made & executed by said
Master dated August 5th a d 1862, by which
said premises are conveyed to said William
Laferty under said decree & sale, and by
said Master sealed & acknowledged on the
same day before Philo E. Reed a Notary Public
having been exhibited to the Court & the
Court being fully advised in the premises

It is therefore Ordered & decreed by the Court that the proceedings of said Master in the premises be in all things Confirmed, that said Deed of Conveyance as aforesaid be Approved & Confirmed & the same delivered to said William Laferty. And It is further Ordered & decreed by the Court that said Perry Alexander together with his wife shall make execute & deliver a deed conveying the same premises to said William Laferty in accordance with the terms of said Contract between him & said Holloway & Baggers, provided said Wife of said Perry Alexander shall execute said deed & relinq with her dower in said premises voluntarily & freely & without any compulsion of her said husband. And that this cause be continued until next term of this Court, November 6th 1862

C B Lawrence. (Seal)

Filed Nov 14th 1862.

Wm Laferty Cler¹⁰. }

Copy of Deed from Alexander to Laferty.

Whereas by a certain Instrument in writing bearing date on or about the 9th day of April 1857 Perry Alexander sold to Holloway & Baggers, the Real Estate hereinafter descri-
-bed

and agreed to convey the same to them
their heirs or assigns upon certain terms
in said instrument specified.

And whereas said Holloway & Boggers
failed to perform the conditions contained
in said instrument on their part to be
performed and they so failing the said
Perry Alexander together with Margaret
& Alexander his wife made & executed &
acknowledged a good and sufficient
 deed of conveyance of said Real Estate to
said Holloway & Boggers, and tendered the
same to them, demanding at the same time
that they should perform the conditions of
said instrument on their part to be performed
and they failing upon their part so to do,
said deed was not delivered to them, but
thereupon said Perry Alexander commenced
suit against them the said Holloway & Bog-
gers and others in the Circuit Court within
and for the County of Warren & State of
Illinois on the Chancery side thereof, to
enforce his lien as vendor for the purchase
money of said real Estate then due & rem-
aining unpaid. And whereas afterwards
and under and in pursuance of a decree
rendered by said Court in said suit the
Master in Chancery for said Court and County
sold said real Estate to one William Lafayette

of said County to satisfy and pay the amount
 then due and unpaid to said Perry Alexander
 of the purchased money aforesaid as
 well as the costs of said suit. And Whereas
 by a decree of said Court made in said
 suit subsequent to such sale by said Master
 the said Perry Alexander and his wife, were
 ordered and required to convey said real
 Estate to said William Laferty. Now
 Therefore Know all Men by these presents
 that we Perry Alexander and Margaret &
 Alexander his wife of the County of Adams
 and State of Illinois, in consideration of
 the premises, and of the sum of three thousand
 dollars to them in hand paid by the said
 William Laferty the Receipt whereof is hereby
 acknowledged and under and in pursu-
 ance of said last mentioned decree and
 for the purpose of complying with the
 same have Granted Bargained and sold
 and by these presents do Grant Bargain sell
 Convey and Confirm unto the said William
 Laferty his heirs and assigns forever two
 certain tracts of land situated in the
 County of Warren and State of Illinois
 being the same herein before referred to
 and described as follows to wit. The North
 East quarter of section Six, (containing one hun-
 dred and fifty four acres more or less) and

also Ninety six acres of land off of the West
side of the North West quarter of section five,
both of said tracts of land being in Township
Ten North of the baseline of Range two West
of the fourth principal meridian, Henry
Conveying and intending to convey all
the land which was set off to said Perry
Alexander in a certain partition suit
and proceedings had in the Circuit Court
of said Adams County for division of the
Estate of Samuel Alexander Deceased, To
Harcand To Hold the said premises with
all the privileges and appurtenances
there to belonging or in anywise apper-
taining to the only proper use benefit
and behoof of the said William Laferty
his heirs and assigns forever. And the said
Perry Alexander Covenants to and with the
said William Laferty and his legal repres-
entatives that on the Ninth day of April
AD 1857 he was lawfully seized in fee of
the said premises and had good right to
sell and Convey the same, that on said last
named day and year, said premises were
free from all incumbrance, and that
for the Consideration aforesaid the title
thereof up to said last named day and
year to the said William Laferty his heirs
and assigns against all lawful claims

Whatsoever. well forever Warrant and Defend.
 And the said Perry Alexander further Cov
 wants to and with the said William
 Laferty his heirs and assigns that he has
 and will do nothing by which to impeach
 or incumber the title to said premises or
 any part thereof, and for the Consideration
 aforesaid well forever Warrant and Defend.
 said premises unto said William Laferty
 his heirs and assigns against all claim
 ing by through or under him. In Witness
 Whereof The said Grantors have hereunto
 set their hands and seals this the 9th day
 of December a D 1862.

Perry Alexander (Seal)
 Margaret & Alexander (Seal)

State of Illinois } ss.
 Adams County } Be it Remembered that
 on this tenth day of Decem
 ber in the year of our Lord one thousand and
 Eight Hundred and sixty two. Before me
 came personally Perry Alexander and Mar
 garet & Alexander his wife who are person
 ally known to the undersigned Clerk of the
 Circuit Court of said County, to be the identi
 cal persons who executed and whose names
 are subscribed to the foregoing Deed of
 Conveyance as having executed the same
 and acknowledged the same to be their

Voluntary act and deed for the purposes therein expressed and the said Margaret & Alexander being by me made acquainted with the contents of said deed of Conveyance and Examined separate and apart from her said husband acknowledged that she had Executed the same and relinquished her power in the premises therein mentioned voluntarily freely and without the Compulsion of her said husband and that she does not wish to retract the same. In Testimony Whereof I have hereto set my hand and affixed my seal of my said Office at my Office in Quincy in said County and State the day and year first above written.

(Seal)

W S W Anderson
Clerk of the Circuit Court
Adams County Ill.

Decree Approving above Deed.

Perry Alexander } Warren Circuit
vs } Court. March 3rd 1863
Robert Holloway et al } In Chancery.

And now at this time this Cause coming on to be heard upon the presentation & Exhibition of the deed made since last term by Perry Alexander the Complainant together with his info

Margaret & Alexander to William Laferty
 the Purchaser of the land mentioned in said
 bill at the Masters Sale, which said deed
 is dated December 9th A.D. 1862 and duly
 acknowledged according to law before
 W S M Anderson Clerk of the Circuit Court
 of the County of Adams in the State of Illinois
 upon the 10th day of December A.D. 1862
 which conveys said lands to said William
 Laferty. It is considered and decreed by
 the Court that said deed be approved &
 confirmed and the same delivered to said
 William Laferty.

B B Lawrence (Seal)

Filed March 27th 1863 }
 Wm Laferty cclro }

State of Illinois 3 ss. Wm Laferty Clerk of the
 Warren County & Circuit Court in and for said
 County, do hereby certify that
 the above & foregoing are true copies of the
 orders and decrees in the foregoing case
 as the same appears from the files and records
 of my office. In Testimony whereof I have here
 unto set my Hand and affixed the
 Seal of our said Circuit Court at my
 office in Mazonia this 4th day
 of April A.D. 1863. Wm Laferty Clerk
 By L O Tourtellotte
 Deputy.



State of Illinois 3rd Grand Divis 1020
Robert Holloway &
Henry M. Bogges
vs
Perry Alexander &
Archibald G. Graham
David Graham
Error to Warrant
Supreme Court April Term 1863

And now comes the said Robert Holloway and Henry M. Bogges Plaintiffs in Error, and say that manifest error hath intervened in the proceedings whereof the foregoing is a record to their manifest injury, and they assign the following, to-wit:

1. The Circuit Court erred in ordering the plaintiffs in error to pay the sum of \$3100.49, that being more than was due.

2. The Circuit Court erred in hearing the cause before of the defendants to the Crops, Bille were served with process or otherwise brought within the jurisdiction of the Court.

3. The Circuit Court erred in granting any relief to the said Archibald Graham and David Graham.

4. The Circuit Court erred in directing the said Perry Alexander to convey to said Graham on the payment of the sum due by the plaintiffs in error.

5. The Circuit Court erred in rendering the decree of April 5. 1862, and each and every part thereof.

3. The Circuit Court erred in granting any relief to the said Archibald Graham and David Graham.

4. The Circuit Court erred in directing the said Perry Alexander to convey to said Grahams on the payment of the sum due by the plaintiffs in error.

5. The Circuit Court erred in rendering the decree of April 5, 1867, and each and every part thereof.

6. The Circuit Court erred in confirming the sale to William Lafferty.

7. The Circuit Court erred in ordering Alexander & wife to convey to William Lafferty.

8. The proceedings are otherwise informal & erroneous.

Wherefore they pray judgment of the Court re.

W. C. Goudy

atly for Appin Error.

M. E. Gandy
Atty for [illegible]

~~49-150~~
Perry Alexander
vs

R. Holloway et al

Record

Filed April 13
1863

J. Leland Clerk